

**A Service of  
MISSOURI FARM BUREAU**

**AUTOMOBILE  
INSURANCE  
POLICY**



**Farm Bureau Town & Country Insurance Company of  
Missouri**

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CU-1188 (12/11)

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1 FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI  
2 AUTOMOBILE INSURANCE POLICY

3  
4 DEFINED WORDS  
5 WHICH ARE USED IN SEVERAL PARTS OF THE POLICY  
6

7 We define some words to make this policy easier to read and understand. Defined words  
8 are printed in **boldface** type.

9 **Actual Cash Value (ACV)** – defined in Part D – Coverage for Damage to Your Auto.

10 **Auto** – means a land motor vehicle with four or more wheels, which is designed for **use**  
11 mainly on public roads. It does not include:

- 12 1. any vehicle while located for **use** as a dwelling or other premises; or
- 13 2. a truck-tractor designed to pull a **trailer** or semi-trailer.

14 **Auto Business** – means a **business**, job or occupation where the purpose is to sell, lease,  
15 rent, repair, service, transport, store or park land motor vehicles or trailers.

16 **Bodily Injury** – means physical bodily injury to a **person** and sickness, non-communicable  
17 disease or death which results from physical bodily injury. **Bodily injury** does not mean  
18 any sexually transmitted disease, any mental injury, sickness or disease of the mind,  
19 mental anguish or emotional distress unless such condition is diagnosed by a medical  
20 doctor and directly results from physical bodily injury to the **person** on whose behalf the  
21 claim is made.

22 **Business** – any full or part-time trade, profession, occupation or vocation other than  
23 farming. This includes any activities from which one would reasonably expect to receive  
24 monetary compensation or gain.

25 **Collision** – defined in Part D – Coverage for Damage to Your Auto.

26 **Compensation Law** – defined in Part C – Uninsured Motor Vehicle Coverage.

27 **Cost to Repair or Replace** – defined in Part D – Coverage for Damage to Your Auto.

28 **Family Member** – means a **person** related by blood, marriage or adoption who is primarily  
29 a resident of your household. This includes a ward or foster child. It includes an unmarried  
30 and unemancipated child away at school under the age of 25.

31 **Insured** – means the person(s) or entity(s) defined as insureds within each of the specific  
32 coverage parts or endorsements.

33 **Loss** – defined in Part D – Coverage for Damage to Your Auto.

34 **Newly Acquired Auto** – means an **auto** to which **you**, **your spouse**, and if **you** are not a  
35 **person** the first **person** listed as Designated Representative on the Automobile Declaration  
36 Page(s), have taken title to or are the leaseholder of, if it:

- 37 1. replaces **your auto**; or
- 38 2. is an added **auto** and;
  - 39 a. if it is a **private passenger auto**, we insure all other **private passenger**  
40 **autos**; or
  - 41 b. if it is other than a **private passenger auto**, we insure all **autos**;  
42 owned by **you**, or **your spouse** on the date of its delivery to **you** or **your**  
43 **spouse**;

44 but only if **you**, **your spouse**, or if **you** are not a **person** the first **person** listed as  
45 Designated Representative on the Automobile Declaration Page(s):

- 46 1. tell **us** about it within 30 days after its delivery; and
  - 47 a. if the **auto** acquired replaces one shown on the Automobile Declaration, it will  
48 have the same coverage as the **auto** it replaced; or
  - 49 b. if the **auto** acquired is an addition to any shown on the Automobile  
50 Declaration, it will have the broadest coverage we now provide for any **auto**  
51 shown on the Automobile Declaration.
- 52 2. pay **us** any additional amount due from the date of purchase.

53 **Non-owned Auto** – means a **private passenger auto** not owned by or registered or  
54 leased in the name of, or furnished or available for the regular **use** of:

- 55 1. **you**, **your spouse**, or the **person(s)** listed as Designated Representative on the  
56 Automobile Declaration Page(s);
- 57 2. any **family member** of any of the **persons** identified in 1. above, unless at the time  
58 of the accident or **loss**:

- 59 a. the **auto** is or has within the last 30 days been insured for liability coverage;  
60 and  
61 b. **you, your spouse, your family member**, the first **person** listed as  
62 Designated Representative on the Automobile Declaration Page(s), or their  
63 **family member**, all of whom does not own or lease such **auto**, is the driver.  
64 3. any other **person** residing in **your** household, or in the same household of any  
65 **person(s)** listed as Designated Representative on the Automobile Declaration  
66 Page(s); or  
67 4. an employer of **you, your spouse, your family members**, or the employer of any  
68 of the **persons** listed as Designated Representative on the Automobile Declaration  
69 Page(s) or any of their **spouses or family members**.

70 **Non-owned Auto** does not include an **auto** which is not in the lawful possession of the  
71 **person** operating it.

72 **Occupying** – means in, on, entering or alighting from.

73 **Other Than Collision** – defined in Part D – Coverage for Damage to Your Auto.

74 **Person** – means a human being.

75 **Private Passenger Auto** – means an **auto**:

- 76 1. with four or six wheels;  
77 2. designed solely to carry **persons** and their luggage;  
78 3. with a car or station wagon body;  
79 4. with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight  
80 Rating (GVWR) of 10,000 pounds or less;  
81 5. with a pickup truck body and pickup style bed that has:  
82 a. a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or  
83 b. a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or  
84 c. a curb weight of 6,500 pounds or less if an OEM (Original Equipment  
85 Manufacturer) GVW or GVWR is not available.

86 **Repair** – defined in Part D – Coverage for Damage to Your Auto.

87 **Replacement Parts** – defined in Part D – Coverage for Damage to Your Auto.

88 **Spouse** – means husband or wife residing in the same household.

89 **Temporary Substitute Auto** – means a **private passenger auto** not owned or leased by  
90 **you, your spouse**, and if **you** are not a **person** the **person(s)** listed as Designated  
91 Representative on the Automobile Declaration Page(s), if it replaces **your auto** for a short  
92 time. Its use has to be with the consent of the owner. **Your auto** has to be out of use due  
93 to its breakdown, repair, servicing, damage or **loss**. A **temporary substitute auto** is not  
94 considered a **non-owned auto**.

95 **Trailer** – means a vehicle designed to be pulled by a **private passenger auto**. It also  
96 means a farm wagon or farm implement while towed by a **private passenger auto**.

97 **Uninsured Motor Vehicle** – defined in Part C – Uninsured Motor Vehicle Coverage.

98 **Use** – means the operation, maintenance, or **occupancy** of an **auto**.

99 **We, us** and **our** – refer to Farm Bureau Town & Country Insurance Company of Missouri.

100 **You** or **Your** – means the **person(s)** and entity(s) shown as Named Insured on the  
101 Automobile Declaration Page(s).

102 **Your Auto** – means the **auto** or the vehicle described on the Automobile Declaration.

## 103 GENERAL AGREEMENTS

106 **We**, the Farm Bureau Town & Country Insurance Company of Missouri, agree to insure  
107 **you** according to the terms of this policy based:

- 108 1. on **your** payment of premium for the coverages **you** chose; and  
109 2. in reliance on **your** statements on any application for coverage.  
110 If any of these statements are untrue or materially inaccurate, **we** will not provide  
111 coverage under this policy.

112 **You** agree, by acceptance of this policy that:

- 113 1. the information on **your** application is true regardless of who provided or wrote the  
114 information on the forms;  
115 2. **we** insure **you** on the basis that the information on **your** application is true;

- 117 3. this policy contains all of the agreements between **you** and **us** or any of **our** agents  
118 and can not be orally modified; and  
119 4. **you** are the titled owner of **your auto** or have a leasehold interest in **your auto**.

120  
121 **You** agree to review the Automobile Declaration Page(s) each time **you** receive one, in  
122 order to make sure that:

- 123 1. all the coverages **you** requested are included in this policy, and  
124 2. the limit of **our** liability for each of those coverages is the amount **you** requested.

## 125 POLICY PERIOD AND TERRITORY

### 127 **When Coverage Applies**

128 The coverages **you** chose apply to accidents and losses that take place during the policy  
129 period.

130 The policy period is shown on the Automobile Declaration and is for successive periods for  
131 which **you** pay the renewal premium. Payments must be received on or before the end of  
132 the current policy period. The policy period begins at the time shown on the application (or  
133 reinstatement application if applicable) and ends at 12:01 A.M. Standard Time at the  
134 address shown on the Automobile Declaration.

### 135 **Where Coverage Applies**

136 The coverages **you** chose apply:

- 137 1. in the United States of America, its territories and possessions, Puerto Rico or  
138 Canada; or  
139 2. while the insured vehicle is being shipped between their ports.

## 140 LOSS PAYABLE CLAUSE

141 If a loss payee is shown on the Automobile Declaration, **we** may pay any covered **Collision**  
142 or **Other Than Collision loss** to:

- 143 1. **you** and, if unpaid, the repairer; or  
144 2. **you** and such loss payee, as its interest may appear, when **we** find it is not practical  
145 to repair **your auto**; or  
146 3. the loss payee, as to its interest, if **your auto** has been repossessed.

147 The loss payee has no greater rights than **you** under this policy and is subject to the same  
148 terms, exclusions, and conditions that apply to **you**, except that this insurance, with respect  
149 to the interest of the loss payee, shall not become invalid because of:

- 150 1. an act of negligence of the owner or borrower, except the failure to pay the premium  
151 when due; or  
152 2. a change in the ownership or interest unknown to **us**, unless the loss payee knew of  
153 it and failed to tell **us** within 10 days; or  
154 3. an error in the description of the vehicle; or  
155 4. damage to the property caused by **you**.

156 **We** may cancel this policy according to its terms. The date of cancellation of the loss  
157 payee's interest will be at least 10 days after the date **we** mail or electronically transmit the  
158 cancellation notice.

159 Whenever **we** pay the loss payee any sum for loss or damage under this policy, **we** will be  
160 entitled to the loss payee's right of recovery to the extent of **our** payment. **Our** right of  
161 recovery shall not impair the loss payee's right to recover the full amount of its claim.

## 162 DUTIES AFTER AN ACCIDENT OR LOSS

### 163 1. **Notice to Us of an Accident or Loss**

164 The **insured** must give **us** or one of **our** agents written notice of the accident or  
165 loss as soon as reasonably possible.

- 175 The notice must give **us**:  
176 a. the **insured's** name; and  
177 b. the names and addresses of all **persons** involved; and  
178 c. the hour, date, place and facts of the accident or loss; and  
179 d. the names and addresses of witnesses.

180 **2. Notice to Us of Claim or Suit**

181 If a claim or suit is made against any **insured**, an **insured** must at once send **us**  
182 every demand, notice or claim made and every summons or legal process received,  
183 including petitions filed in a court of law and amended petitions. Any and all  
184 **insureds we** select shall also answer questions under oath when asked by anyone  
185 **we** name, as often as **we** reasonably ask, and sign copies of the answers. Such  
186 examinations under oath may be conducted separately at **our** option.

187 **3. Other Duties Under the Physical Damage Coverages**

188 When there is a **loss**, **you** or the owner of the property also shall:

- 189 a. submit a proof of loss when required by **us**.  
190 b. make a prompt report to the police when the **loss** is the result of theft, larceny  
191 or vandalism.  
192 c. protect the damaged vehicle. **We** will pay any reasonable expense incurred to  
193 do it.  
194 d. show **us** the damage when **we** ask.  
195 e. provide all records, receipts and invoices, or certified copies of them. **We** may  
196 make copies and/or store or replicate these.  
197 f. answer questions under oath when asked by anyone **we** name, as often as **we**  
198 reasonably ask, and sign copies of the answers. Such examinations under oath  
199 may be conducted separately at **our** option.

200 **4. Other Duties Under Medical Payments, Uninsured Motor Vehicle Coverage,**  
201 **Underinsured Motor Vehicle and Uninsured Motorist Damage to Your Auto**

202 Any **person** who suffers a **bodily injury** and intends to present a claim under one  
203 of these coverages must notify **us** of the claim in writing as soon as reasonably  
204 possible after the **person's** first examination or treatment resulting from the **bodily**  
205 **injury**. Another **person** may give **us** the required notice on behalf of the injured  
206 **person**.

207 The **person** making claim under any of these coverages also shall:

- 208 a. give **us** all the details about the death, injury, treatment and other information,  
209 records and reports **we** need to determine the amount payable.  
210 b. be examined by physicians chosen and paid by **us** as often as **we** reasonably  
211 may require. A copy of the report will be sent to the injured **person** upon written  
212 request. If the **person** is dead or unable to act, his or her legal representative  
213 shall authorize **us** to obtain all medical reports and records.  
214 c. let **us** see the insured **auto** the **person occupied** in the accident.  
215 d. send **us** at once a copy of all suit papers if the **person** sues the party liable for  
216 the accident for damages.  
217 e. report a "phantom vehicle" accident to the police within 24 hours and to **us**  
218 within 30 days and provide **us** with:  
219 1) the name and address, if known, of the owner or operator of the "phantom  
220 vehicle"; or  
221 2) the registration number or description of such vehicle; or  
222 3) a description of the phantom vehicle and any witnesses to the accident; or  
223 4) any other available information to establish that there is no applicable motor  
224 vehicle liability insurance.

225 Failure of the **insured** to report a "phantom vehicle" accident and to provide the  
226 information requested concerning such vehicle may result in the denial of any  
227 insurance coverage otherwise available if **we** can establish that **our** rights have  
228 been prejudiced by the lack of such notice.

229 f. answer questions under oath when asked by anyone **we** name, as often as **we**  
230 reasonably ask, and sign copies of the answers. Such examinations under oath  
231 may be conducted separately at **our** option.

232 **5. Insured's Duty to Cooperate With Us**

233 The **insured** shall cooperate with **us** and assist **us** in any way **we** ask to include,  
234 but not limited to:

- 235 a. making settlements;
- 236 b. securing and giving evidence including providing a written or recorded
- 237 statement;
- 238 c. attending and getting witnesses to attend hearings and trials.

240 The **insured** shall not, except at his or her own cost, voluntarily:

- 241 a. make any payment or assume any obligation to others; or
- 242 b. incur any expense, other than for first aid to others.

## 244 PART A - LIABILITY COVERAGE

246 **You** have this coverage if it appears on the Automobile Declaration Page(s).

248 **We** will:

- 249 1. pay damages to which Part A – Liability Coverage of this policy applies and for  
250 which an **insured** becomes legally liable to pay because of:
  - 251 a. **bodily injury** to others; or
  - 252 b. physical injury or damage to, or destruction of, tangible property including loss  
253 of its use;
- 254 caused by accident and resulting from the **use** of an **auto** insured under this Part A –  
255 Liability coverage, and
- 256 2. defend any suit against an **insured** for such **bodily injury** or property damage with  
257 attorneys hired and paid by **us**. **We** will not defend any suit after **we** have paid the  
258 applicable limit of **our** liability for the accident which is the basis of the lawsuit. **We**  
259 have no obligation to defend any claim which is not covered under this policy.

261 In addition to the limits of liability, **we** will pay for an **insured** any costs listed below  
262 resulting from such accident.

- 263 1. All costs **we** incur in the defense of a covered claim.
- 264 2. Court costs of any suit for damages **we** defend.
- 265 3. Interest on damages owed by the **insured** due to a judgment and accruing:
  - 266 a. after the judgment, and until **we** pay, offer, or deposit in court, the amount due  
267 under this coverage; or
  - 268 b. before the judgment, where owed by law, and until **we** pay, offer, or deposit in  
269 court, the amount due under this coverage, but only on that part of the judgment **we**  
270 pay.
- 271 4. Premiums or costs of bonds:
  - 272 a. to secure the release of an **insured's** property attached under a court order; and
  - 273 b. required to appeal a decision in a suit for damages if **we** elect to appeal and have  
274 not paid **our** limit of liability that applies to the suit; and
  - 275 c. up to \$250 for each bail bond needed because of an accident or traffic violation.
- 276 **We** have no duty to furnish or apply for any bonds. The amount of any bond **we** pay  
277 for shall not be more than **our** limit of liability.
- 278 5. Expense incurred by an **insured**:
  - 279 a. for loss of wages or salary up to \$100.00 per day if **we** ask the **insured** to attend  
280 the trial of a civil suit;
  - 281 b. at **our** request.

282 **We** may investigate, negotiate and settle any claim or suit without the authorization of any  
283 **insured**.

### 285 Coverage for Your Auto and the Use of Other Autos

286 Subject to who is shown as an **insured** below and subject to all other applicable provisions  
287 within the policy, the liability coverage extends to the **use**, by an **insured**, of **your auto**, a  
288 **newly acquired auto**, a **temporary substitute auto** or a **non-owned auto**.

### 290 Who is an Insured

291 When **we** refer to **your auto**, a **newly acquired auto**, **temporary substitute auto** or a  
292 **trailer** to which Part A – Liability Coverage of this policy applies, **insured** means **you**, and  
293 if **you** are:

- 294 1. A **person**, **insured** also means:  
295 A. **your spouse**;  
296 B. the **family members** of the first **person** listed as the Named Insured on the  
297 Automobile Declaration Page(s);  
298 C. any other **person** while **using** such an **auto** or **trailer** if its **use** is within the  
299 scope of consent of **you** or **your spouse**; and  
300 D. any other **person** or organization liable for the **use** of such an **auto** or **trailer**  
301 by one of the above **insureds**.  
302 2. A partnership or joint venture, **insured** also means:  
303 A. **your** members or partners;  
304 B. the **person(s)** listed as Designated Representatives on the Automobile  
305 Declaration Page(s);  
306 C. the **spouse** of the first **person** listed as Designated Representative on the  
307 Automobile Declaration Page(s);  
308 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the  
309 scope of consent of the first **person** listed as Designated Representative on the  
310 Automobile Declaration Page(s);  
311 E. any other **person** or organization liable for the **use** of such an **auto** or **trailer**  
312 by one of the above **insureds**.  
313 3. A limited liability company, **insured** also means:  
314 A. **your** members or managers;  
315 B. the **person(s)** listed as Designated Representatives on the Automobile  
316 Declaration Page(s);  
317 C. the **spouse** of the first **person** listed as Designated Representative on the  
318 Automobile Declaration Page(s);  
319 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the  
320 scope of consent of the first **person** listed as Designated Representative on the  
321 Automobile Declaration Page(s);  
322 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by  
323 one of the above **insureds**.  
324 4. A Corporation, **insured** also means:  
325 A. **your** officers, directors or shareholders;  
326 B. the **person(s)** listed as Designated Representatives on the Automobile  
327 Declaration Page(s);  
328 C. the **spouse** of the first **person** listed as Designated Representative on the  
329 Automobile Declaration Page(s);  
330 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the  
331 scope of consent of the first **person** listed as Designated Representative on the  
332 Automobile Declaration Page(s);  
333 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by  
334 one of the above **insureds**.  
335 5. A Trust or other entity, **insured** also means:  
336 A. **your** executors, administrators, trustees, or directors, of the Trust or other  
337 entity;  
338 B. the **person(s)** listed as Designated Representatives on the Automobile  
339 Declaration Page(s);  
340 C. the **spouse** of the first **person** listed as Designated Representative on the  
341 Automobile Declaration Page(s);  
342 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the  
343 scope and consent of the first **person** listed as Designated Representative on  
344 the Automobile Declaration Page(s);  
345 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by  
346 one of the above **insureds**.  
347  
348

When **we** refer to a **non-owned auto**, **insured** means:

- 349 1. If the first party listed as the Named Insured on the Automobile Declaration Page(s)  
350 is a **person**, then that **person** is an **insured**, as well as;  
351 A. his/her **spouse**;  
352 B. his/her **family members**, provided the **person** claiming coverage does not own  
353 or lease an **auto**;
- 354 2. If the first party listed as the Named Insured on the Automobile Declaration Page(s)  
355 is not a **person**, then the entity listed and the first **person** listed as Designated  
356 Representative on the Automobile Declaration Page(s) is an **insured**, as well as;  
357 A. his/her **spouse**;  
358 B. his/her **family members**, provided the **person** claiming coverage does not own  
359 or lease an **auto**;
- 360 3. Any **person** or organization which does not own or hire the **auto** but is liable for its  
361 use by one of the **persons** or entities identified in 1. or 2.
- 362 There is no coverage for **non-owned autos** while:  
363 a. being repaired, serviced or used by any **person** while that **person** is working in  
364 any **auto business**; or  
365 b. used in any other **business** or occupation other than farming. This does not  
366 apply to a **private passenger auto** driven or occupied by the first **person** listed as  
367 the Named Insured on the Automobile Declaration Page(s), their **spouse** or **family**  
368 **members**, or if the first party listed as the Named Insured is not a **person** then this  
369 does not apply to a **private passenger auto** driven or occupied by the first **person**  
370 listed as Designated Representative on the Automobile Declaration Page(s), their  
371 **spouse** or their **family members**.

### 372 **Trailer Coverage**

- 374 1. Part A – Liability Coverage on this policy extends to the ownership, maintenance,  
375 operation or use of **trailers** by an **insured**, but only while the **trailer** is attached to  
376 an **auto** to which Part A – Liability of this policy applies. These **trailers** do not have  
377 to be listed on the Automobile Declaration.
- 378 2. There is no coverage:  
379 a. for any trailer not designed for use with a **private passenger auto**;  
380 b. for any **trailer** if designed to carry **persons**;  
381 c. if the **trailer** is used in an **auto business** or for commercial or **business**  
382 purposes, except farming;  
383 d. when a **trailer** is used with a vehicle not covered under Part A – Liability  
384 Coverage of this policy.

### 385 **Limits of Liability**

386 The amount of **bodily injury** liability coverage is shown on the Automobile Declaration  
387 under “Coverages – Bodily Injury Liability – Per Person/Per Accident – Limits”. Under “Per  
388 Person” is the amount of coverage for all damages, including damages for care and loss of  
389 services, arising out of and due to **bodily injury** to one **person**. Under “Per Accident” is the  
390 total amount of coverage, subject to the amount shown under “Per Person”, for all such  
391 damages arising out of and due to **bodily injury** to two or more **persons** in the same  
392 accident. The amount of property damage liability coverage is shown on the Automobile  
393 Declaration under “Coverages – Property Damage Liability – Per Accident – Limits”.

- 395  
396 1. **We** will pay damages to which Part A – Liability of this policy applies and for which  
397 an **insured** is legally liable up to these amounts.  
398 2. The limits of liability are not increased because more than one **person** or  
399 organization may be an **insured**.  
400 3. A motor vehicle and attached **trailer** are one vehicle. Therefore, the limits are not  
401 increased.  
402 4. The limits of liability are the most **we** will pay regardless of the number of:  
403 a. **insureds**;  
404 b. claims made;  
405 c. applicable insurance policies **we** have issued;  
406 d. vehicles or premiums shown on the Automobile Declaration Page(s); or

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e. vehicles involved in the accident.

5. **Our** Limit of Liability for all damages, including clean-up, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere, any water course, or body of water will not exceed the limit(s) of liability mandated by the applicable Financial Responsibility Law. However, this provision will not increase **our** total Limit of Liability.

6. Regardless of the opening paragraph under Limits of Liability above and the limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY coverage stated in the Automobile Declaration Page(s), the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the state in which the accident occurred for:

- a. Any **person**, entity or organization using **your auto**, a **newly acquired auto**, **temporary substitute auto**, or **trailer** to which Part A – Liability applies, other than:
  - 1) **You** and the **person(s)** shown as Designated Representative on the Automobile Declaration Page(s);
  - 2) **Your spouse**;
  - 3) **Your family member**:
    - a. whose license is not suspended or revoked on the date of the accident;
    - b. whose license has not been expired more than one year prior to the accident;
    - c. who is not a **person** who has never had a driver's license;
    - d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative on the Automobile Declaration Page(s);
  - 4) A scheduled operator not already identified in paragraphs 6.a., 1) - 3) d. above, who is shown on the Automobile Declaration Page(s) as of the date of the accident, and:
    - a. whose license is not suspended or revoked on the date of the accident;
    - b. whose license has not been expired more than one year prior to the accident;
    - c. who is not a **person** that has never had a driver's license;
    - d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative on the Automobile Declaration Page(s).
- b. Any **person**, entity or organization using a **non-owned auto** to which Part A – Liability applies, other than:
  - 1) **You** and the **person(s)** shown as Designated Representative on the Automobile Declaration Page(s);
  - 2) **Your spouse**;
  - 3) **Your family member**:
    - a. whose license is not suspended or revoked on the date of the accident;
    - b. whose license has not been expired more than one year prior to the accident;
    - c. who is not a **person** that has never had a driver's license;
    - d. who does not own, lease, or hire an **auto**; and
    - e. whose **use** of such **non-owned auto** is within the scope of consent of **you** or **your spouse**;
  - 4) A scheduled operator not already identified in paragraphs 6.b. 1) – 3)e. above, who is shown on the Automobile Declaration Page(s) as of the date of the accident, and:
    - a. whose license is not suspended or revoked on the date of the accident;

- 465 b. whose license has not been expired more than one year prior to  
466 the accident;  
467 c. who is not a **person** that has never had a driver's license;  
468 d. who does not own, lease, or hire an **auto**;  
469 e. whose **use** of such **non-owned auto** is within the scope of  
470 consent of **you**, **your spouse**, or a **person** shown as Designated  
471 Representative on the Automobile Declaration Page(s).  
472 7. Any payment made to a **person** under Part C – Uninsured Motor Vehicle Coverage  
473 of this policy for the same accident shall reduce any amount payable to that **person**  
474 under Part A – Liability Coverage of this policy.  
475

### 476 **When Part A – Liability Coverage Does Not Apply**

477 In addition to the limitations of coverage stated in other sections of PART A LIABILITY  
478 COVERAGE:

479 There is no coverage:

- 480 1. While any vehicle insured under this section is:
- 481 a. rented to others or used to carry **persons** for a charge. This does not apply to  
482 the **use** on a share expense basis of a **private passenger auto** if all passengers  
483 are riding in that area of the vehicle designed by the manufacturer of the vehicle for  
484 carrying passengers.
  - 485 b. being repaired, serviced or used by any **person** employed or engaged in any  
486 way in an **auto business**. This does not apply to:
    - 487 1) **you** and the first **person** listed as Designated Representative on the  
488 Automobile Declaration Page(s);
    - 489 2) **your spouse** and the **spouse** of the first **person** listed as Designated  
490 Representative on the Automobile Declaration Page(s);
    - 491 3) any **family member** of **you** and any **family member** of the first **person** listed  
492 as Designated Representative on the Automobile Declaration Page(s);
    - 493 4) any resident of **your** household and any resident of the household of the first  
494 **person** listed as Designated Representative on the Automobile Declaration  
495 Page(s); or
    - 496 5) any agent, employee or partner of:
      - 497 a. **you** or the first **person** listed as Designated Representative on the  
498 Automobile Declaration Page(s),
      - 499 b. **your spouse** or the **spouse** of the first **person** listed as Designated  
500 Representative on the Automobile Declaration Page(s),
      - 501 c. any **family member** of those identified in 1) above, or
      - 502 d. such resident identified in 4) above.

503 This coverage is excess for those **persons** identified in 4) above and for those  
504 **persons** or entities identified in 5) above.

- 505 2. For any **bodily injury** including, but not limited to, all consequential, pecuniary,  
506 and/or statutory damages arising in any way out of, or derivative of, any **bodily injury**:
- 507 a. to a fellow employee while on the job and arising from the **use** of a vehicle by  
508 another employee in the employer's **business**. **You** and **your spouse**, and the  
509 first **person** listed as Designated Representative on the Automobile Declaration  
510 Page(s), and their **spouse**, are covered for such injury to a fellow employee.
  - 511 b. to any employee of an **insured** arising out of and/or in the course of his or her  
512 employment by the **insured**. This does not apply to a household employee who is  
513 not covered or who is not required to be covered under any workers' compensation  
514 insurance.
  - 515 c. to the spouse, child, parent, brother or sister of any employee as a consequence  
516 of a. or b. above.  
517 Exclusions a. through c. above apply whether the **insured** may be liable as an  
518 employer or in any other capacity, and to any obligation to share damages with, or  
519 to repay, someone else who must pay damages because of injury.
  - 520 d. to any **insured** or any **insured's family member** to the extent the limits of  
521 liability of this policy exceed the limits of liability required by law.
  - 522 e. which arises out of the transmission of a communicable disease by any **insured**.

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3. For any damages:
    - a. for which the United States of America, or State Government, or State Institution, or State Entity, or any of their departments or agencies might be liable for the **insured's use** of any vehicle.
    - b. to property owned by, rented to, in the care, custody, control or charge of, or transported by, an **insured**. But coverage applies to:
      - 1) a residence or private garage rented to an **insured** and damage by a vehicle **we** insure on this policy; or
      - 2) an **auto**:
        - a. operated by any **insured**; and
        - b. owned by a **person** or organization engaged in the **business** of selling, repairing or servicing motor vehicles; and
        - c. loaned to any **insured** for demonstration purposes or as a replacement for **your auto** while it is out of use due to breakdown, repair or servicing.
  4. For any obligation of an **insured**, or his or her insurer, under any type of workers' compensation, unemployment compensation law, or disability or similar law. This exclusion applies whether the **insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with, or to repay, someone else who must pay damages because of injury.
  5. For liability assumed by any **insured** under, or arising out of a breach of, any oral or written contract or agreement.
  6. For **bodily injury** or property damage for which any **insured**:
    - a. is an insured under a nuclear energy liability policy; or
    - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
  7. For liability of any **insured** for punitive or exemplary damages.
  8. For **bodily injury** or property damage if an **insured's** conduct contributed to such **bodily injury** or property damage by seeking to elude lawful apprehension or arrest by a police officer, or while committing a felonious act.
  9. For **bodily injury** or property damage arising from the **use** of any vehicle designed for racing or any other vehicle while competing in, practicing for, or preparing for, any racing or speed contest or other competitive event. Competitive event does not include participation in a parade or car show.
  10. For **bodily injury** or property damage expected or intended by an **insured** even if the resulting **bodily injury** or property damage is of a different kind, quality or degree than initially expected or intended, or is sustained by a different **person**, entity, real or personal property, than initially expected or intended.
  11. For **bodily injury** or property damage resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or relations.
  12. For any actual, alleged, threatened or adjudicated **bodily injury** or property damage resulting from physical, mental or emotional injury or damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any other means.

### 569 If There Is Other Liability Coverage

#### 570 1. Policies Issued by Us:

571 If two or more vehicle liability policies issued by **us** to:

- 572 a. **you**,
- 573 b. **your spouse**,
- 574 c. **your family members**,
- 575 d. the **person(s)** listed as Designated Representative on the Automobile  
576 Declaration Page(s), their **spouse** or **family members**, or,
- 577 e. any entity owned or controlled by **you**, **your spouse**, the **person(s)** listed as  
578 Designated Representative on the Automobile Declaration Pages(s) or their  
579 **spouses**,

580 apply to the same accident, the total limits of liability under all such policies shall not

- 581 exceed that of the policy with the highest limit of liability.
- 582 2. Other Liability Coverage Available From Other Sources:
- 583 Subject to Item 1 and 3 of this section, if other vehicle liability insurance coverage
- 584 applies or if a party is self insured under any motor vehicle financial responsibility
- 585 law, a motor carrier law or any similar law, this policy will apply only as excess over
- 586 such other insurance.
- 587 3. **Newly Acquired Auto:**
- 588 This coverage does not apply if there is other vehicle liability coverage on a **newly**
- 589 **acquired auto**.

### 590 **Motor Vehicle Compulsory Insurance Law or Financial Responsibility Law**

- 591 1. Out-of-State Coverage:
- 592 If an **insured** under the liability coverage is in another state, U.S. territory or
- 593 possession, Puerto Rico, or Canada and, as a non-resident, becomes subject to its
- 594 motor vehicle compulsory insurance, financial responsibility or similar law:
- 595 a. the policy will be interpreted to give the coverage required by the law; and
- 596 b. the coverage so given replaces any coverage in this policy to the extent
- 597 required by the law for the **insured's use** of an **auto** insured under this policy.
- 598 Any coverage so extended shall be reduced to the extent other coverages apply,
- 599 including Part B – Medical Payments coverage, to the accident. In no event shall a
- 600 **person** collect more than once.
- 601 2. Financial Responsibility Law:
- 602 When certified under any law as proof of future financial responsibility, and while
- 603 required during the policy period, this policy shall comply with such law to the extent
- 604 required. The **insured** agrees to repay **us** for any payment **we** would not have had to
- 605 make under the terms of this policy except for this agreement.
- 606
- 607

### 608 **PART B - MEDICAL PAYMENTS COVERAGE**

609 **You** have this coverage if it appears on the Automobile Declaration Page(s).

#### 610 **MEDICAL EXPENSES**

611 **We** will pay reasonable medical expenses billed or the amounts which the healthcare

612 provider has accepted from any governmental program including but not limited to

613 Medicare, Medicaid, or similar program or private health insurer or health plan in payment

614 of the bills, liens, judgments or claims for such medical expenses, whichever is less, for

615 **bodily injury** caused by accident, for services furnished within three years of the date of

616 the accident. These expenses are for necessary medical, surgical, X-ray, dental,

617 ambulance, hospital, professional nursing and funeral services, eyeglasses, hearing aids

618 and prosthetic devices. The **bodily injury** must be discovered and treatment commenced

619 within one year of the date of the accident.

620 Reasonable medical expenses do not include expenses:

- 621 1. for treatment, services, products or procedures that are:
- 622 a. experimental in nature, for research or not primarily designed to serve a medical
- 623 purpose; or
- 624 b. not commonly and customarily recognized throughout the medical profession and
- 625 within the United States as appropriate for the treatment of the **bodily injury**; or
- 626 2. incurred for:
- 627 a. the use of thermography or other related procedures of a similar nature; or
- 628 b. the use of acupuncture or other related procedures of a similar nature; or
- 629 c. the purchase or rental of equipment not primarily designed to serve a medical
- 630 purpose; or
- 631 d. massage therapy.

632 **We** have the right to engage reviewers, consultants and data providers in formulating **our**

633 judgment as to whether the charges are reasonable and necessary charges for the **bodily**

634 **injury** sustained. The determination of whether charges are reasonable and necessary

635 charges may be made after the **insured** has received the goods and services for which the

636 charges are made. The fact that a licensed healthcare provider furnished, rendered or

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639 prescribed the goods and services is not solely determinative of whether the charges made  
640 for them are reasonable and necessary charges.

### 641 **Persons for Whom Medical Expenses Are Payable**

642 **We** will pay medical expenses for **bodily injury** sustained by an **insured**.

### 643 **Who is an Insured**

644 **Insured** for purposes of Medical Payment Coverage – means:

- 645 1. the first **person** listed as the Named Insured on the Automobile Declaration Page(s)  
646 and the first **person** listed as the Designated Representative on the Automobile  
647 Declaration Page(s);
- 648 2. any **family member** of the **person** identified in 1. above;
- 649 3. any scheduled operator(s) shown on the Automobile Declaration Page(s) as of the  
650 date of the accident.

651 These **persons** identified in 1., 2., or 3. above, must have sustained the **bodily injury**:

- 652 a. while they operate or **occupy** a vehicle covered under **Part A - Liability**  
653 **Coverage** of this policy; or
- 654 b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or  
655 trailer.  
656 A pedestrian means a **person** who is not **occupying** a motor vehicle, trailer or  
657 bicycle.

- 658 4. any other **person** while **occupying**:  
659 a. a vehicle covered under **Part A - Liability Coverage** of this policy, except a **non-**  
660 **owned auto**. The vehicle has to be operated by a **person** who is insured under  
661 **Part A - Liability Coverage** of this policy;  
662 b. a **non-owned auto**. The **bodily injury** has to result from such **non-owned**  
663 **auto's** operation or **occupancy** by the first **person** listed as the Named Insured on  
664 the Automobile Declaration Page(s) or the first **person** listed as Designated  
665 Representative on the Automobile Declaration Page(s), the **spouse** or **family**  
666 **member** of either, or a scheduled operator shown on the Automobile Declaration  
667 Page(s) as of the date of the accident.

### 668 **Payment of Medical Expenses**

669 **We** may pay the injured **person** or any **person** or organization performing the services.

### 670 **Limit of Liability**

671 The amount of coverage for medical expenses, including funeral services, is shown on the  
672 Automobile Declaration Page(s) under "Medical Payments". The maximum amount payable  
673 per **person** under "Medical Payments Coverage" for funeral services is the policy limits or  
674 \$6,000 whichever is less.

- 675 1. A motor vehicle and attached **trailer** are one vehicle as respects limits.
- 676 2. The limit of liability shown on the Automobile Declaration Page(s) for this coverage  
677 is **our** maximum limit of liability for each **person** injured in any one accident. This is  
678 the most **we** will pay regardless of the number of:  
679 a. **insureds**;  
680 b. claims made;  
681 c. applicable insurance policies **we** have issued to **you**;  
682 d. vehicles or premiums shown on the Automobile Declaration Page(s); or  
683 e. vehicles involved in the accident.

### 684 **If There Are Other Medical Payments Coverages**

- 685 1. Non-Duplication:  
686 No **person** for whom medical expenses are payable under this coverage shall  
687 recover more than once for the same medical expense under this or similar vehicle  
688 insurance.
- 689 2. Policies Issued by **Us**:  
690 If two or more policies issued by **us** to **you**, **your spouse**, **your family member(s)**,  
691 the **person(s)** listed as Designated Representative on the Automobile Declaration  
692 Page(s) as of the date of the accident.

- 697 Page(s), their **spouse(s)** or **family member(s)** provide vehicle medical payments  
698 coverage and apply to the same bodily injury sustained by any **insured**, the total  
699 limits of liability under all such policies shall not exceed that of the policy with the  
700 highest limit of liability.
- 701 3. Subject to items 1. and 2. above this coverage is excess:
    - 702 a. if a **temporary substitute auto**, a **non-owned auto** or a **trailer** has other  
703 vehicle medical payments coverage on it; or
    - 704 b. if other vehicle medical payments coverage applies to **bodily injury** sustained  
705 by a **person** on a bicycle or a pedestrian.
  - 706 4. This coverage does not apply if there is other vehicle medical payments coverage  
707 on a **newly acquired auto**.

### When Part B – Medical Payments Coverage Does Not Apply

709 There is no coverage:

- 710 1. While a **non-owned auto** is used:
  - 711 a. by any **person** employed or engaged in any way in an **auto business**; or
  - 712 b. in any other business or job other than farming. This does not apply when the  
713 first **person** listed as the Named Insured on the Automobile Declaration Page(s) or  
714 the first **person** listed as Designated Representative on the Automobile Declaration  
715 Page(s), their **spouse**, their **family member**, or a scheduled operator listed on the  
716 Automobile Declaration Page(s) is operating or occupying a **private passenger**  
717 **auto**.
- 718 2. While **occupying** or through being struck by any motor vehicle or trailer:
  - 719 a. designed mainly for use off public roads while off public roads; or
  - 720 b. located for use as a residence or premises; or
  - 721 c. that runs on rails or crawler treads.
- 722 3. For **bodily injury** caused by or as a consequence of:
  - 723 a. discharge of a nuclear weapon (even if accidental);
  - 724 b. war (declared or undeclared);
  - 725 c. civil war;
  - 726 d. insurrection; or
  - 727 e. rebellion or revolution.
- 728 4. For medical expenses for **bodily injury**:
  - 729 a. sustained while **occupying** or through being struck by a vehicle owned or leased  
730 by **you**, **your spouse**, **your family member(s)**, the **person(s)** shown as  
731 Designated Representative on the Automobile Declaration Page(s), their **spouse**,  
732 or their **family member(s)**, which is not insured under Part B Medical Payments  
733 Coverage of this policy.
  - 734 b. to the extent workers' compensation benefits are paid or payable; or
  - 735 c. sustained by any **person**, other than the first **person** listed as Named Insured on  
736 the Automobile Declaration Page(s) or their **spouse** or **family member**, or the first  
737 **person** listed as Designated Representative on the Automobile Declaration Page(s)  
738 or their **spouse** or **family member**, or scheduled operator listed on the Automobile  
739 Declaration Page(s), while **occupying** a vehicle:
    - 740 1) rented to others; or
    - 741 2) used to carry **persons** for a charge. This does not apply to a **private**  
742 **passenger auto** used on a share expense basis.
- 743 5. For **bodily injury** sustained by anyone while **occupying** any motorized vehicle  
744 having fewer than four wheels, unless that motor vehicle is shown on the Automobile  
745 Declaration Page(s).
- 746 6. For **bodily injury** sustained by anyone while **occupying** a vehicle without  
747 permission to do so.
- 748 7. For **bodily injury** from, or as a consequence of, the following, whether controlled or  
749 uncontrolled or however caused:
  - 750 a. nuclear reaction;
  - 751 b. radiation; or
  - 752 c. radioactive contamination.
- 753 8. For **bodily injury** sustained while **occupying** any vehicle designed for racing or  
754

- 755 any vehicle while competing in, practicing or preparing for, any racing or speed  
 756 contest or other competitive event. Competitive event does not include participation in  
 757 a parade or car show.
- 758 9. If an **insured's** conduct contributed to the **bodily injury** by seeking to elude lawful  
 759 apprehension or arrest by a police officer, or while committing a felonious act.
- 760 10. For **bodily injury** which arises out of the transmission of a communicable disease  
 761 to any **insured**.
- 762 11. For **bodily injury** expected or intended by an **insured** even if the resulting **bodily**  
 763 **injury** is of a different kind, quality or degree than initially expected or intended, or is  
 764 sustained by a different **person** than initially expected or intended.
- 765 12. For **bodily injury** which results from the willful or malicious acts of any **insured**.
- 766 13. For **bodily injury** to any **person** with illegal drugs present in their system, or any  
 767 **person** whose blood alcohol exceeded the state's legal limit where the accident  
 768 occurred, while the **person** was driving or operating the vehicle involved in the  
 769 accident.
- 770 14. For **bodily injury** or property damage resulting from any actual, alleged,  
 771 threatened or adjudicated sexual abuse, harassment, molestation, or relations.
- 772 15. For any actual, alleged, threatened or adjudicated **bodily injury** or property  
 773 damage resulting from physical, mental or emotional injury or damage including, but  
 774 not limited to, that derived from abuse, harassment, belittlement, disparagement,  
 775 revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration,  
 776 vexation, torment, torture, devilment or bullying, whether through physical, verbal,  
 777 imaged, texted, electronically transmitted, telephonic, or any other means.

## 780 PART C – UNINSURED MOTOR VEHICLE COVERAGE

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 782 **You** have this coverage if it appears on the Automobile Declaration Page(s).

783  
 784 **We** will pay damages for **bodily injury** an **insured** is legally entitled to collect from the  
 785 owner or driver of an **uninsured motor vehicle**. The **bodily injury** must be sustained by  
 786 an **insured** and caused by an accident arising out of the operation, maintenance or use of  
 787 an **uninsured motor vehicle**.

788  
 789 **Uninsured Motor Vehicle** means:

- 790 1. a land motor vehicle, the ownership maintenance or use of which:  
 791 a. is not insured or bonded for **bodily injury** liability at the time of the accident; or  
 792 b. the insuring company denies coverage or is, or becomes, insolvent;  
 793 2. a "phantom vehicle" which is a land motor vehicle whose owner or driver remains  
 794 unknown and causes **bodily injury** to the **insured**.

795  
 796 If there is no physical contact with the "phantom vehicle" the **insured** or someone on  
 797 his/her behalf must report the accident within twenty-four (24) hours to a police, peace or  
 798 judicial officer and must file with **us** within thirty (30) days thereafter a statement under oath  
 799 that the **insured** or his/her legal representative has a cause of action arising out of such  
 800 accident for damages against a **person** or **persons** whose identity is unascertainable, and  
 801 setting forth the facts in support thereof. The facts of the accident must be proven. **We** may  
 802 request supporting evidence other than the testimony of a **person** making a claim under  
 803 this or any similar coverage to support the validity of such claim. Failure of the insured to  
 804 report a "phantom vehicle" accident and to provide the information requested concerning  
 805 such vehicle may result in the denial of any insurance coverage otherwise available if we  
 806 can establish that our rights have been prejudiced by lack of such notice.

807 An **uninsured motor vehicle** does not include a land motor vehicle:

- 808 1. insured under the liability coverage of this policy; or  
 809 2. owned by or furnished or available for the regular **use** of **you**, **your spouse**, any of  
 810 **your family members**, the **persons** shown as Designated Representative on the  
 811 Automobile Declaration Page(s) or their **spouses** or **family members**;  
 812 3. owned or operated by a **person** or organization qualifying as a self-insurer under

- 813 any applicable motor vehicle financial responsibility law, motor carrier law or any  
814 similar law; or  
815 4. owned by any government or any of its political subdivisions or agencies; or  
816 5. designed for use mainly off public roads except while on public roads; or  
817 6. while located for **use** as a premises; or  
818 7. operated on rails or crawler treads.

819  
820 **Compensation law** means:

821 [A]ny law under which benefits are paid to a **person** as compensation for the effects of  
822 **bodily injury**, without regard to fault, because of that **person's** status as an employee or  
823 beneficiary. It Includes, but Is not limited to, workers' compensation laws, disability laws,  
824 the Federal Employers' Liability Act and the Jones Act.

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826  
827 **Who Is an Insured**

828 **Insured** – means the **person** or **persons** covered by the **Uninsured Motor Vehicle**  
829 coverages.

830 This is:

- 831 1. the first **person** listed as the Named Insured on the Automobile Declaration Page(s)  
832 and the first **person** listed as Designated Representative on the Automobile  
833 Declaration Page(s);  
834 2. the **spouse** of the **person(s)** identified in 1. above;  
835 3. the **family members** of the **person(s)** identified in 1. above except that any of  
836 these **family members** who own or lease an auto is only considered to be an  
837 **insured** while occupying **your auto**, a **temporary substitute auto**, a **newly**  
838 **acquired auto** ,or **trailer** attached to one of these **autos**; and  
839 4. any other **person** while **occupying**:
- 840 a. **your auto**, a **temporary substitute auto**, a **newly acquired auto**, or **trailer**  
841 attached to one of these **autos**. Such **auto** or **trailer** has to be used within the  
842 scope of consent of **you**, **your spouse**, the first **person** listed as Designated  
843 Representative on the Automobile Declaration Page(s) or their **spouse**; or
  - 844 b. an **auto** not owned or leased by **you** or a **person** listed as Designated  
845 Representative on the Automobile Declaration Page(s), **your spouse** or **your**  
846 **family member**, or the **spouse** or **family member** of the first **person** listed as  
847 Designated Representative on Automobile Declaration Page(s), or a **trailer**  
848 attached to such an **auto**. Such **auto** has to be driven by the first **person** listed  
849 as the Named Insured on the Automobile Declaration Page(s) or that **person's**  
850 **spouse** or by the first **person** listed as the Designated Representative on the  
851 Automobile Declaration Page(s) or their **spouse**, and within the scope of the  
852 owner's consent.

853 Such other **person** identified in this paragraph 4.who is **occupying** a vehicle used  
854 to carry **persons** for a charge is not an **insured**. A share-the-expense car pool is  
855 not considered carrying **persons** for a charge.

- 856 5. any **person** entitled to recover damages because of **bodily injury** to an **insured**  
857 under 1 through 4 above.

858 **We** do not provide **Uninsured Motor Vehicle** Coverage for **bodily injury** sustained by any  
859 **insured** using a vehicle without permission to do so.

860  
861 **Consent to Be Bound**

862 **We** are not bound by any judgment against any **person** or organization obtained without  
863 **our** written consent.

864  
865 **Payment of Loss**

866 **We** may pay:

- 867 1. the **insured**;  
868 2. a parent or guardian if the **insured** is a minor or an incompetent **person**;  
869 3. the surviving **spouse**; or  
870 4. at **our** option, a **person** authorized by law to receive such payment; or

871 5. an organization rendering the service.  
872 Payment under Part C - Uninsured Motor Vehicle Coverage will not constitute an admission  
873 of liability of any **person**, or of **us** except under Part C - Uninsured Motor Vehicle  
874 Coverage.  
875

### 876 **Limits of Liability**

- 877 1. The amount of coverage is shown on the Automobile Declaration Page(s) under  
878 "Uninsured Motor Vehicle" - Per Person, Per Accident. Under "Per Person" is the  
879 amount of coverage for all damage, including damages for care and loss of services,  
880 consortium or death, arising out of and due to **bodily injury** to one **person**. Under  
881 "Per Accident" is the total amount of coverage, subject to the amount shown under  
882 "Per Person", for all such damages arising out of and due to **bodily injury** to two or  
883 more **persons** in the same accident.
- 884 2. Any amount payable under this coverage shall be reduced by any amount paid or  
885 payable to, or for, the **insured**:
  - 886 a. by or for any **person** or organization who is or may be held legally liable for the  
887 **bodily injury** to the **insured**; or
  - 888 b. for **bodily injury** under the liability coverage of any other policy.
- 889 3. Any payment made to a **person** under this coverage shall be reduced by any  
890 amount payable to that **person** under the **bodily injury** liability coverage of this policy.
- 891 4. The limits of liability are not increased because:
  - 892 a. more than one vehicle is insured under this policy; or
  - 893 b. more than one **person** is insured at the time of the accident.
- 894 5. Regardless of the limits of **Uninsured Motor Vehicle** coverage stated in the  
895 Automobile Declaration Page(s), the limits of **Uninsured Motor Vehicle** coverage will  
896 not exceed the applicable limit of **Uninsured Motor Vehicle** coverage mandated by  
897 the Financial Responsibility Law of the state in which the accident occurred for:
  - 898 a. any **person** other than **you, your spouse, your family member** or scheduled  
899 operator shown on the Automobile Declaration Page(s) as of the date of the  
900 accident **using your auto, a newly acquired auto, temporary substitute auto,**  
901 **non-owned auto, or trailer.**

### 902 **Other Insurance**

- 904 1. If an **insured** sustains **bodily injury** while on a bicycle or as a pedestrian or while  
905 **occupying** a vehicle that is not owned or leased by that **insured** and that is not **your**  
906 **auto**, any applicable coverage under this policy applies as excess over any other  
907 uninsured motor vehicle coverage.
- 908 2. Subject to 1 above, **we** are liable only for **our** share. **Our** share is that percent of  
909 the damages that the limit of liability of this coverage bears to the total of all uninsured  
910 motor vehicle coverage applicable to the accident.

### 911 **When Part C – Uninsured Motor Vehicle Coverage Does Not Apply**

912 There is no coverage under **Uninsured Motor Vehicle** coverage:

- 914 1. for any **insured** who, without **our** written consent, settles with any **person** or  
915 organization who may be liable for the **bodily injury** and thereby impairs **our** right to  
916 recover **our** payments.
  - 917 2. for damages sustained by any **insured** if benefits are:
    - 918 a. payable to, or on behalf of, such **insured** under any **compensation law** as a  
919 result of the same accident; or
    - 920 b. required by any compensation law to be provided to, or on behalf of, such  
921 **insured** as a result of the same accident.
- 922 This exclusion 2. does not apply to the amounts of coverage mandated by any  
923 uninsured motorist insurance law or financial responsibility law applicable to the  
924 accident, but does apply to coverages which are not mandated by such laws.
- 925 3. for punitive or exemplary damages.
  - 926 4. for **bodily injury** if an insured's conduct contributed to the **bodily injury** by seeking  
927 to elude lawful apprehension or arrest by a police officer, or while committing a  
928 felonious act.

- 929 5. for **bodily injury** which arises out of the transmission of a communicable disease to  
930 any **insured**.  
931 6. for **bodily injury** sustained while **occupying** any vehicle designed for racing or any  
932 vehicle while competing in, or practicing or preparing for, any racing or speed contest  
933 or other competitive event. Competitive event does not mean participating in a parade  
934 or car show.  
935 7. for **bodily injury** resulting from any actual, alleged, threatened or adjudicated  
936 sexual abuse, harassment, molestation, or relations.  
937 8. for any actual, alleged, threatened or adjudicated **bodily injury** resulting from  
938 physical, mental or emotional injury or damage including, but not limited to, that  
939 derived from abuse, harassment, belittlement, disparagement, revilement, castigation,  
940 chastisement, criticism, perversion, maltreatment, desecration, vexation, torment,  
941 torture, devilment or bullying, whether through physical, verbal, imaged, texted,  
942 electronically transmitted, telephonic, or any other means.  
943 9. for **bodily injury** sustained while occupying **your auto** when it is being used as a  
944 public or livery conveyance. This exclusion does not apply to a share-the-expense  
945 carpool.  
946

#### 947 EFFECT OF UNINSURED MOTORIST INSURANCE LAWS OR FINANCIAL 948 RESPONSIBILITY LAWS

949 If an applicable uninsured motorist law or financial responsibility law renders any provision  
950 of this Part of the policy unenforceable, **we** will provide only the minimum limits mandated  
951 by such law. However, if other insurance covers an **insured's** claim and provides those  
952 required minimum limits, the provisions of this policy are fully enforceable.  
953

954 All provisions of this Part of the policy which exceed the requirements of any applicable  
955 uninsured motorist insurance law or financial responsibility law or are not governed by it,  
956 are fully enforceable.  
957

958 The policy defines "**compensation law**" as:

959 [A]ny law under which benefits are paid to a **person** as compensation for the effects of  
960 **bodily injury**, without regard to fault, because of that **person's** status as an employee or  
961 beneficiary. It includes, but is not limited to, workers' compensation laws, disability laws,  
962 the Federal Employers' Liability Act and the Jones Act.  
963

#### 964 **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

965 **You** have this coverage if it appears on the Automobile Declaration Page(s).  
966

967 **Actual Cash Value (ACV)** – means the depreciated worth of the **auto** or part immediately  
968 prior to the accident. **Actual cash value** is determined by **us**, based upon **our** knowledge  
969 of the prices charged by **auto** or parts merchants in the geographic area where either the  
970 first **person** listed as Named Insured or the first **person** listed as Designated  
971 Representative on the Automobile Declaration Page(s) resides. To aid **us** in determining  
972 **actual cash value**, **we** may utilize any one or more of the databases, appraisal tools and  
973 other methods commonly used in the insurance industry to evaluate similar vehicles or  
974 parts. **Actual cash value** is determined by the age and condition at the time the **loss**  
975 occurred. Any deductible amount that applies is then subtracted.  
976  
977

978 **Collision** – means the upset or overturn of an **auto** to which **COLLISION** coverage on this  
979 policy applies, or the impact of such **auto** with another vehicle or object.  
980

981 **Cost to Repair or Replace** – means the amount of money required to pay for the **repair** or  
982 replacement of the vehicle or part. **Cost to repair or replace** is determined by **us**, based  
983 upon **our** knowledge of the prices charged by repair or replacement facilities in the  
984 geographic area where the **repair** is to be done. To aid **us** in determining **cost to repair or**  
985 **replace**, **we** may utilize any one or more of the databases, appraisal tools and other  
986 methods commonly used in the insurance industry to determine the prices charged by

987 repair facilities in the geographic area where the **repair** or replacement is to be done.

988 The **cost to repair or replace** is based upon:

- 989 1. the cost of **repair** as determined by **us**, or  
990 2. the lower of:  
991 a. a competitive bid approved by **us**, or  
992 b. an estimate written based upon the prevailing competitive price. The prevailing  
993 competitive price means labor rates, parts prices and material prices charged in the  
994 area where the auto is to be repaired as determined by **us**. If you ask, **we** will  
995 identify some facilities that will perform the repairs at the prevailing competitive  
996 price.

997  
998 **Loss** – means each direct, sudden and accidental loss of or damage to an **auto** to which  
999 this Part D – Coverage for Damage to Your Auto applies, and to the equipment  
1000 permanently attached to, and common to the use and operation of, such **auto** as a vehicle.  
1001 However, **loss**, including the **cost to repair or replace**, does not include any loss of use,  
1002 or any reduction in the value of any vehicle or detachable living quarters after it has been  
1003 repaired, as compared to its value before it was damaged.

1004  
1005 **Repair** – means the restoration of form and function by restoring existing parts or by using  
1006 **replacement parts** if they are needed. **We** do not warrant or guarantee the workmanship  
1007 of any repairs. **Repair** does not mean the restoration of pre-damage value nor does it  
1008 include compensation for the diminution of such value caused by the accident. It also  
1009 includes:

- 1010 1. the reasonable cost of towing an **auto** to which Part D – Coverage for Damage to  
1011 Your Auto applies, to the nearest place where the necessary repairs can be made and  
1012 storing it until **we** either deny, or offer to settle, a claim under **Other Than Collision** or  
1013 **Collision** coverage; and  
1014 2. the reasonable cost which **you** incur immediately after a **loss** to protect the **auto**  
1015 and its equipment from further **losses**.

1016  
1017 **Replacement Parts** – means new or previously utilized parts, made by any manufacturer,  
1018 whether or not the manufacturer made the original part or **auto**.

1019  
1020 Any applicable coverage for **OTC** or **COLLISION loss(es)** available under Part D of this  
1021 policy applies to **your auto**, a **newly acquired auto**, a **temporary substitute auto**, or  
1022 **non-owned auto**, subject to all provisions within this policy.

1023  
1024 For coverage for **OTC** or **COLLISION loss** to be applicable to a **non-owned auto**, the  
1025 **non-owned auto** must be driven by, or in the custody of, **you**, **your spouse**, **your family**  
1026 **member**, the first **person** listed as Designated Representative on the Automobile  
1027 Declaration Page(s) or their **spouse** or their **family member**.

1028  
1029 **We** have the right to require completion of repairs before payment is made.

1030 If **we** can pay the **loss** under either **Other Than Collision** or **Collision**, **we** will pay under  
1031 the coverage where **you** collect the most.

1032  
1033 **We** may move the damaged property at **our** expense. If **you** do not give **us your** consent,  
1034 **we** will pay only the storage costs which would have resulted if **we** had moved the  
1035 damaged property.

### 1036 **Who Is An Insured**

1037 **Insured** means **you**, and if **you** are:

- 1038 1. An individual, **insured** also means:  
1039 A. **your spouse**;  
1040 B. **your family members**;  
1041 2. A partnership, **insured** also means:  
1042 A. **your members** and partners and the **persons** listed as Designated  
1043 Representatives on the Automobile Declaration Page(s);  
1044

- 1045 B. the **spouses** and **family members** of those identified in 2. A.;
- 1046 3. A limited liability company, **insured** also means:
- 1047 A. **your** members and managers and the **persons** listed as Designated
- 1048 Representatives on the Automobile Declaration Page(s);
- 1049 B. the **spouses** and **family members** of those identified in 3. A.;
- 1050 4. A corporation, **insured** also means:
- 1051 A. **your** officers, directors or shareholders and the **persons** listed as Designated
- 1052 Representatives on the Automobile Declaration Page(s);
- 1053 B. the **spouses** and **family members** of those identified in 4. A.;
- 1054 5. A trust or other entity, **insured** also means:
- 1055 A. **your** executors, administrators, or directors of the Trust or other entity, and the
- 1056 **persons** listed as Designated Representatives on the Automobile Declaration
- 1057 Page(s);
- 1058 B. the **spouses** and **family members** of those identified in 5. A.
- 1059

#### 1060 **OTHER THAN COLLISION (OTC)**

1061 **You** have this coverage if it appears on the Automobile Declaration Page(s).

1062

1063 **We** will pay sudden and accidental **loss** not otherwise excluded, to those **auto's** for which

1064 this **OTC** coverage applies.

1065

1066 If a deductible applies, the amount of the deductible is shown on the Automobile

1067 Declaration Page(s). The deductible, if any, will be subtracted from the amount of the **cost**

1068 **to repair or replace** for which this **OTC** coverage applies.

1069

1070 If **we** offer to pay for the repair of damaged windshield glass instead of the replacement of

1071 the windshield, **we** will pay the full cost of repairing the windshield glass regardless of **your**

1072 deductible.

1073

1074 Breakage of glass, or **loss** caused by missiles, falling objects, fire, theft, larceny, explosion,

1075 earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil

1076 commotion, is payable under this **OTC** coverage.

1077

1078 **Loss** caused by **collision** is not covered under **OTC**, except **loss** due to hitting, or being

1079 hit by, a bird, animal, or **person** is payable under this **OTC** coverage.

1080

1081 **We** will reimburse **you** for covered transportation costs if an **auto** to which this **OTC**

1082 coverage applies, is stolen. **We** will pay up to \$25 per day to a maximum of \$500 per

1083 occurrence for the period that begins 48 hours after **you** tell **us** of the theft. The period

1084 ends when the **auto** has been returned to use or **we** offer to pay for **loss**.

1085 If the daily incurred transportation costs are payable under both **Other Than Collision**

1086 coverage and **Transportation and Travel Expenses** coverage, **we** will pay under the one

1087 coverage where **you** collect the most. If payments have been made under **Transportation**

1088 **and Travel Expenses** coverage and such payments have exhausted the total amount

1089 payable under **Transportation and Travel Expenses** then the **Other Than Collision**

1090 coverage will apply.

1091

#### 1092 **COLLISION**

1093 **You** have this coverage if it appears on the Automobile Declaration Page(s). The

1094 deductible amount for this coverage is shown on the Declaration Page(s).

1095

1096 **We** will pay that portion of a covered **collision loss** to an **auto** for which this **COLLISION**

1097 coverage applies, but only for the amount of each such **loss** in excess of the deductible

1098 amount. If the **collision** is with another **auto** insured with **us**, **you** do not pay **your**

1099 deductible.

1100

1101 If **we** offer to pay for the repair of damaged windshield glass instead of the replacement of

1102 the windshield, **we** will pay the full cost of repairing the windshield glass regardless of **your**

deductible.

**Limit of Coverage – Other than Collision and Collision**

The limit of **our** liability for **loss** to property or any part of it is the lesser of:

- 1. the **actual cash value**;
- 2. the **cost to repair or replace** the property with property of like kind and quality;
- 3. the insurable interest **you** have in the property.

The most **we** will pay for:

- 1. paint, wraps, decals, and other items of non-electronic equipment, custom wheels, alterations or modifications which were permanently attached to **your auto** after the time of its original sale; and
- 2. any child restraint systems or other items of safety equipment required by Federal or State law to be present in the vehicle; and
- 3. camper shells or bedliners not attached to **your auto**;

is \$1,000 for any one accident regardless of the number of such items damaged or stolen.

The most **we** will pay under the **Other than Collision** or **Collision** coverage for a loss to electronic equipment not originating from the vehicle manufacturer is \$500.

The most **we** will pay under the **Other Than Collision** or **Collision** coverage for a **loss** to a non-owned **trailer** as described under **Trailer Coverage** is \$2,500.

**Settlement of Loss – Other than Collision and Collision Coverages**

**We** have the right to settle a **loss** with **you** or the owner of the property in one of the following ways; at **our** option:

- 1. pay to **repair** or replace the property or part with like kind and quality. If the **repair** or replacement results in better than like kind and quality, **you** must pay for the amount of the betterment;
- 2. return the stolen property and pay for any damage due to the theft; or
- 3. pay the **actual cash value (ACV)** of the property at the time of the **loss** in exchange for the damaged property, but it cannot be abandoned to **us**. **You** also agree to execute and deliver to **us** at the time of payment whatever legal documents **we** may request to give **us** full ownership of the item.
- 4. pay the **ACV** of the property at the time of the **loss** less the salvage value.

If the owner and **we** cannot agree on the **actual cash value (ACV)**, either party may demand an appraisal as described below.

Appraisal shall be conducted according to the following procedure. Each party shall select an appraiser. These two shall select a third appraiser. The written decision of any two appraisers in agreement shall be binding. If the owner keeps the damaged property, **we** will deduct its value after the **loss** from **our** payment.

The cost of the appraiser shall be paid by the party who hired him or her. The cost of the third appraiser and other appraisal expenses shall be shared equally by both parties. **We** do not waive any of **our** rights by agreeing to an appraisal.

**Trailer Coverage**

- 1. Owned **Trailer**.

**Your trailer** is covered:

- a. when it is described on the Automobile Declaration Page(s) of the policy;
- b. for the coverages shown as applying to it.

**We** will not pay for **loss** to a camper body or **trailer you** own which is not shown on the Automobile Declaration Page(s). This exclusion does not apply to a camper body or **trailer you**;

- 1) acquire during the policy period, and
- 2) ask **us** to insure within thirty (30) days after **you** become the owner.

**You** must pay **us** any additional premium amount due from the date of purchase.

- 2. Non-owned **Trailer**.

Any physical damage coverage in force on **your auto** applies to a non-owned **trailer**

1161 used by the first **person** listed as Named Insured on the Automobile Declaration  
1162 Page(s), his/her **spouse** or **family member**, or the first **person** listed as Designated  
1163 Representative on the Automobile Declaration Page(s), his/her **spouse** or **family**  
1164 **member**.

1165 The most **we** will pay under the **Other Than Collision** or **Collision** coverage for a  
1166 **loss** to such non-owned **trailer** is \$2,500.

1167  
1168 A non-owned **trailer** is one that:

- 1169 1. is not owned by or registered in the name of:
  - 1170 a. **you, your spouse, your family member**, or any **person** listed as Designated  
1171 Representative on the Automobile Declaration Page(s), their **spouse** or their **family**  
1172 **member**;
  - 1173 b. any other **person** residing in the same household as **you** or any **person** listed as  
1174 Designated Representative on the Automobile Declaration Page(s); or
  - 1175 c. an employer of **you, your spouse, your family member**, any **person** listed as  
1176 Designated Representative on the Automobile Declaration Page(s), their **spouse** or  
1177 their **family member**.

#### 1178 **When Part D - Coverage for Damage to Your Auto Does Not Apply**

1179 There is no coverage for:

- 1180 1. A **non-owned auto**:
  - 1181 a. while being repaired, serviced, operated, maintained, occupied or used by any  
1182 **person** while that **person** is working in any **auto business**; or
  - 1183 b. while used in any other **business** or occupation other than farming. This does  
1184 not apply to a **private passenger auto** driven or occupied by the first **person** listed  
1185 as the Named Insured on the Automobile Declaration Page(s), his/her **spouse** or  
1186 **family member**, or the first **person** listed as Designated Representative on the  
1187 Automobile Declaration Page(s), his/her **spouse** or **family member**; or
  - 1188 c. when operated, maintained, occupied or used by an **insured** outside the scope  
1189 of consent of the owner of the vehicle.
  - 1190 d. being operated, maintained, occupied or used by any **person** while employed or  
1191 otherwise engaged in the **business** of selling, repairing, servicing, storing, or  
1192 parking vehicles designed for **use** on public highways. This includes road testing  
1193 and delivery.
- 1194 2. A **non-owned auto** or **temporary substitute auto** that is not a **private passenger**  
1195 **auto**.
- 1196 3. Any vehicle while:
  - 1197 a. rented to others or used to carry **persons** for a charge. This does not apply to  
1198 the **use** on a share expense basis; or
  - 1199 b. subject to any lien, lease or sales agreement not shown in the declarations; or
  - 1200 c. owned by a **person** or organization engaged in the **business** of selling, repairing  
1201 or servicing motor vehicles unless such vehicle is a **private passenger auto** which  
1202 has been rented by **you** or the first **person** shown as Designated Representative  
1203 on the Automobile Declaration Page(s), rental considerations have been paid by  
1204 **you** or the first **person** shown as Designated Representative, and RSMo 379.201  
1205 does not provide coverage for such rented vehicle under Part A – liability Coverage  
1206 of this policy; or
  - 1207 d. loaned to any **insured** for demonstration purposes or as a replacement for **your**  
1208 **auto** while it is out of **use** due to breakdown, repair or servicing.
- 1209 4. **Loss** to any vehicle due to:
  - 1210 a. taking by any governmental authority;
  - 1211 b. war of any kind;
  - 1212 c. conversion, embezzlement or secretion by any **person** who has the vehicle due  
1213 to any lien, rental, lease or sales agreement.
- 1214 5. Damage due and confined to:
  - 1215 a. wear and tear;
  - 1216 b. freezing;
  - 1217 c. rust;
  - 1218 d. deterioration'

- 1219 e. latent or inherent defect  
1220 f. mechanical or electrical breakdown or failure;  
1221 g. overheating or lack of lubrication; or  
1222 h. accidental inflation of an airbag which is not the result of a covered loss.
- 1223 6. Tires unless:  
1224 a. stolen, or damaged by fire, vandalism or malicious mischief; or  
1225 b. other **loss** covered by **Part D – Coverage For Damage To Your Auto** happens  
1226 at the same time.
- 1227 7. **Loss** to:  
1228 a. any electronic equipment designed for the reproduction of sound, including, but  
1229 not limited to:  
1230 1) AM, FM, or Satellite radios and stereos;  
1231 2) tape, cartridge, flash drive, or compact disc players; or  
1232 3) MP3 players, iPods, or other types of sound devices.  
1233 b. any other electronic equipment that records, generates, receives, stores or  
1234 transmits audio, visual or data signals including but not limited to:  
1235 1) all personal media devices;  
1236 2) GPS and all other navigational equipment;  
1237 3) personal handheld video game systems;  
1238 4) digital video players;  
1239 5) LCD monitors;  
1240 6) DVD and Blu-ray devices;  
1241 7) citizens band and amateur radios;  
1242 8) telephones, Bluetooth and any other mobile network devices;  
1243 9) two-way mobile radios;  
1244 10) scanning monitor receivers;  
1245 11) television monitor receivers;  
1246 12) video recorders;  
1247 13) audio recorders; or  
1248 14) personal computers.  
1249 c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media  
1250 used with equipment described in (a.) or (b.), or  
1251 d. any other accessories used with equipment described in (a.) or (b.).
- 1252 This exclusion (7) does not apply at the time of **loss** to:  
1253 a. equipment:  
1254 1) permanently installed in **your auto** or a **newly acquired auto** by the  
1255 manufacturer of the **auto**; or  
1256 2) removable from a housing unit which is permanently installed in the **auto** by  
1257 the manufacturer of the **auto**; or  
1258 3) designed to be solely operated by use of the power from the electrical  
1259 system of **your auto** or a **newly acquired auto**;  
1260 at the time of **loss**.  
1261 b. any other electronic equipment that is:  
1262 1) necessary for the normal operation of the **auto** or the monitoring of the  
1263 **auto's** operating system; or  
1264 2) an integral part of the same unit housing any sound reproducing equipment  
1265 described in (a.) and permanently installed in the opening of the dash or  
1266 console of **your auto** or any **newly acquired auto** normally used by the  
1267 manufacturer for installation of a radio;  
1268 but subject to the limitation of coverage for equipment not originating from the  
1269 vehicle manufacturer.
- 1270 The most **we** will pay under the **Other than Collision** or **Collision** coverage for a loss  
1271 to electronic equipment not originating from the vehicle manufacturer is \$500.
- 1272 8. Any equipment designed or used for the detection or location of radar or laser.  
1273 9. **Loss** due to or as a consequence of radioactive contamination, discharge of any  
1274 nuclear weapon even if accidental, war declared or undeclared, civil war, insurrection,  
1275 or rebellion or revolution.  
1276 10. **Loss** to any vehicle designed for racing or damaged while competing in, or

- 1277 practicing or preparing for, any racing or speed contest or other competitive event.  
1278 Competitive event does not mean participating in a parade or car show.  
1279 11. Damage to any vehicle if the actions of any **insured** contributed to the damage by  
1280 seeking to elude lawful apprehension, arrest by a police officer or while committing a  
1281 felonious act.  
1282 12. Damage resulting from modifying a device's operating functions, procedures,  
1283 specifications, voltage, input, or output beyond its documented capabilities, limits, or  
1284 thresholds.  
1285 13. Damage to personal property contained in or on a vehicle at the time of accident.  
1286

1287 **If There Is Other Coverage:**

1288 **Your Auto**

1289 If other coverage applies to **loss** or expenses to **your auto**, **we** will pay only **our** share.  
1290 **Our** share is the percent the limit of liability of this policy bears to the total of all coverage  
1291 that applies.  
1292

1293 **Temporary Substitute Auto, Non-owned Auto, Trailer**

1294 If a **temporary substitute auto**, a **non-owned auto** or **trailer** has other coverage on it,  
1295 then this coverage is excess.  
1296

1297 **Newly Acquired Auto**

1298 This insurance does not apply if there is similar coverage on a **newly acquired auto**.  
1299

1300 **No Benefits to Bailee**

1301 These coverages shall not directly or indirectly benefit any carrier or other bailee for hire  
1302 liable for **loss**.  
1303

1304 **Two or More Vehicles**

1305 If two or more of **your autos** are insured for Part D coverage on this policy, the coverage  
1306 applies separately to each **auto**.  
1307

1308 **CONDITIONS**

1309

1310 **1. Bankruptcy**

1311 Bankruptcy or insolvency of the **insured** will not relieve **us** of any obligations under this  
1312 policy.  
1313

1314 **2. Policy Changes**

- 1315 a. Policy Terms. The terms of this policy may be changed or waived only by:
- 1316 1) a written endorsement issued by **us**; or
  - 1317 2) the revision of this policy form to give broader coverage without an extra charge. If  
1318 any coverage **you** carry is changed to give broader coverage, **we** will give **you** the  
1319 broader coverage without the issuance of a new policy as of the date **we** make the  
change effective.
- 1320 b. Change of Interest. No change of interest in this policy is effective unless **we** consent  
1321 in writing. However, if **you** die, **we** will protect as Named Insured:
- 1322 1) **your** surviving **spouse**; or
  - 1323 2) **your** legal representative while acting within the scope of his or her duties.

1324 Policy notice requirements are met by mailing the notice to the deceased Named  
1325 Insured's last known address.

1326 c. Joint and Individual Interests. When there are two or more persons listed as Named  
1327 Insureds, each acts for all to cancel or change the policy.  
1328

1329 **3. Legal Action Against Us**

1330 There is no right of action against **us**:

- 1331 a. until all the terms of this policy have been met; and
- 1332 b. under the liability coverage, until the amount of damages an insured is legally liable to  
1333 pay has been finally determined by:
  - 1334 1) judgment after actual trial, and appeal if any; or
  - 2) agreement between the **insured**, the claimant and **us**.

- 1335 c. under any uninsured motor vehicle coverage, medical payments coverage, coverage  
1336 for damage to **your auto**, accidental death coverage, or disability income coverage until  
1337 30 days after **we** get the **insured's** notice of accident or loss.
- 1338 No **person** or organization has any right under this policy to join **us** in any action to  
1339 determine the liability of any **insured**.
- 1340 **4. Our Right to Recover Payments**
- 1341 If **we** make a payment under any part of, or endorsements to, this policy and the **person**  
1342 to or for whom payment was made has a right to recover damages from another, **we** will  
1343 be subrogated to that right.
- 1344 a. Medical payments (Coverage B) are not recoverable by **us** in Missouri, but **we** reserve  
1345 the right to recover where allowable.
- 1346 b. Under **Uninsured Motor Vehicle** coverage:
- 1347 1) **we** are subrogated to the extent of **our** payments to the proceeds of any settlement  
1348 or judgment the injured **person** recovers from any party liable for the **bodily injury**.  
1349 2) if the **person** to or for whom **we** have made payment has not recovered from the  
1350 party at fault, he or she shall:
- 1351 a) keep these rights in trust for **us**;  
1352 b) execute any legal papers **we** need; and  
1353 c) when **we** ask, take action through **our** representative to recover **our** payments.
- 1354 **We** are to be repaid **our** payments, costs, and fees of collection out of any recovery.
- 1355 c. Under **Underinsured Motor Vehicle** coverage:
- 1356 1) **we** are subrogated to the amount **we** pay; and  
1357 2) upon payment **we** are entitled to an assignment of any judgment obtained by the  
1358 injured **person** against the party liable for the **bodily injury**; and  
1359 3) the injured **person** shall:
- 1360 a) execute any legal papers **we** need; and  
1361 b) help **us** get **our** money back.
- 1362 d. Under all other coverages, the right of recovery of any party **we** pay passes to **us**.  
1363 Such party shall:
- 1364 1) not hurt **our** rights to recover;  
1365 2) help **us** get **our** money back.
- 1366 e. If the **person** to or for whom **we** have made payment has not recovered from the party  
1367 at fault, he or she shall:
- 1368 1) keep these rights in trust for **us**;  
1369 2) execute any legal papers **we** need; and  
1370 3) when **we** ask take action through **our** representative to recover **our** payments.
- 1371 f. If **we** make a payment under this policy and the **person** to or for whom payment is  
1372 made recovers damages from another, that **person** will:
- 1373 1) promptly notify **us** of all recoveries; and  
1374 2) hold in trust for **us** the proceeds of the recovery; and  
1375 3) reimburse **us** to the extent of **our** payments.
- 1376 **We** are to be repaid **our** payments, costs, and fees of collection out of any recovery.
- 1377 **5. Renewal**
- 1378 **We** agree, unless **we** mail to **you** a written notice of cancellation, notice of expiration, or  
1379 a notice of **our** intention not to renew, to renew the policy for the next policy period upon  
1380 **your** payment of the renewal premium. **We** will not provide **you** with prior notice of  
1381 cancellation, notice of expiration or notice of our intention not to renew the policy for  
1382 failure to pay the renewal premium. It is agreed that the renewal premium will be based  
1383 upon the rates in effect, the coverages carried, the applicable limits of liability,  
1384 deductibles and other elements that affect the premium that apply at the time of renewal.  
1385 Other elements that may affect **your** premium include, but are not limited to:
- 1386 1) drivers of **your auto** and their ages and marital status;  
1387 2) **your auto** and its use;  
1388 3) the location of principal garaging of the vehicle;  
1389 4) eligibility for discounts or other premium credits;  
1390 5) applicability of a surcharge based either on accident history, driving record or on  
1391 other factors.  
1392

1393 A notice of **our** intention to not renew will be mailed to **your** last known address at least  
1394 30 days before the end of the current policy period. **We** will use regular mail. The mailing  
1395 of the notice shall be sufficient proof that notice was given.

1396  
1397 These agreements to continue and renew apply only if **your auto** is a **private**  
1398 **passenger auto** owned by a **person** or other entity. They are void if:

- 1399 a. **you** fail to pay the premium when due;
- 1400 b. **your** driver's license was under suspension or revocation at any time during the  
1401 policy period.

1402 If more than one **person** is shown as Named Insured or Scheduled Operator on the  
1403 Automobile Declaration Page(s) but only one has had a driver's license under  
1404 suspension or revocation;

- 1405 1) **we** will not cancel for this reason, and
- 1406 2) **we** may issue an endorsement removing all coverage for that **person** while  
1407 operating any vehicle insured under this policy and while that **person's** license is  
1408 under suspension or revocation. If there is no endorsement removing all coverage,  
1409 **our** maximum limit of liability afforded to that **person** for all coverages will not  
1410 exceed the limit mandated by the applicable Financial Responsibility Law while that  
1411 **person's** driver's license is suspended or revoked.
- 1412 c. **you** or **your family member** age 21 or older fail to maintain an active Missouri  
1413 Farm Bureau membership.

## 1414 6. Premium Payments

1415 **We** agree to insure **you** based on **your** promise to pay all premiums when they are due.  
1416 If **you** pay the premium when due, this policy provides insurance coverages in the  
1417 amounts shown in the Declarations, subject to all other policy provisions. No insurance  
1418 is afforded under this policy if payment of premium is not received by **us** by the due  
1419 date. If premium payment is made and, for any reason, the payment is not honored by  
1420 the bank or financial institution on which it is drawn, no insurance is provided for any of  
1421 the policy period.

## 1422 7. Changes in the Premium During the Policy Period

1423 The premium for this policy is based on information Farm Bureau Town & Country  
1424 Insurance Company of Missouri has received from **you** or other sources. If the  
1425 information is incorrect or incomplete, or changes during the policy period, **you** must  
1426 inform Farm Bureau Town & Country Insurance Company of Missouri of any changes  
1427 regarding the following:

- 1428 a. **your auto** or its use including, but not limited to, annual mileage;
- 1429 b. the **persons** who regularly drive **your auto**, including, but not limited to, **your** newly  
1430 licensed family members;
- 1431 c. **your** marital status; or
- 1432 d. the location where **your auto** is principally garaged.

1433 **You** agree that if this information or any other information used to determine the  
1434 premium is incorrect or incomplete, or changes during the policy period, **we** may  
1435 decrease or increase the premium during the policy period based upon the corrected,  
1436 completed or changed information. **You** agree that if the premium is decreased or  
1437 increased during the policy period, Farm Bureau Town & Country Insurance Company of  
1438 Missouri will refund or credit to **you** any decrease in premium and **you** will pay any  
1439 increase in premium.

## 1440 8. Cancellation

1441 How **You** May Cancel. **You** may cancel **your** policy by notifying **us** in writing of the date  
1442 to cancel, which must be later than the date **you** mail or deliver it to **us**. **We** may waive  
1443 these requirements by confirming the date and time of cancellation to **you** in writing.

1444  
1445 How and When **We** May Cancel. If **we** decide to cancel this policy for any reason except  
1446 at **your** request or for non-payment of premium, **we** will send notice to **you**, mailed to  
1447 **your** last known address, at least ten (10) days before the cancellation is to be effective  
1448 if the policy has been in force for sixty (60) days or less, or at least thirty (30) days notice  
1449 before the cancellation is to be effective if the policy has been in force for more than  
1450 sixty (60) days. The notice will state:

- 1451 1. The effective date of the cancellation;  
1452 2. The actual reason for cancellation; and  
1453 3. That you may be eligible for insurance through the Missouri Automobile Insurance  
1454 Plan.  
1455

1456 After this policy has been in effect for sixty (60) days, or if it is a renewal, **we** will not  
1457 cancel it, except for the following reasons:

- 1458 1. Non-payment of premium; or  
1459 2. Suspension or revocation during the policy period, of **your** driver's license. If more  
1460 than one **person** is shown on the Automobile Declaration Page(s) as a Named Insured  
1461 or Scheduled Operator, but only one has had a driver's license under suspension or  
1462 revocation, **we** will not cancel the policy for this reason. However, **we** may issue an  
1463 endorsement removing all coverage for that **person** while operating any vehicle insured  
1464 under this policy and while that **person's** license is under suspension or revocation. If  
1465 there is no endorsement removing all coverage, **our** maximum limit of liability afforded to  
1466 that person for all coverages will not exceed the limit mandated by the applicable  
1467 Financial Responsibility Law while that **person's** driver's license is suspended or  
1468 revoked.  
1469

1470 **We** will use regular mail to transmit such notice. The mailing of the notice shall be  
1471 sufficient proof that notice was given.  
1472

1473 Automatic Cancellation.

1474 If **you** obtain other insurance on **your auto**, any similar coverage provided by this policy  
1475 will terminate on the effective date of the other insurance.  
1476

1477 Return of Unearned Premium. If **you** cancel, premium will be earned on a pro-rata basis.  
1478 If **we** cancel, premium will be earned on a pro-rata basis. Any unearned premium may be  
1479 returned at the time **we** cancel or within a reasonable time thereafter. Delay in the return  
1480 of unearned premium does not affect the cancellation.  
1481

#### 1481 **9. Concealment, Fraud or Misrepresentation**

1482 **We** do not provide coverage for any **insured** who has concealed any fact, made  
1483 fraudulent statements, misrepresentations or engaged in fraudulent conduct in  
1484 connection with any application for insurance, accident, loss or presentation of any claim  
1485 for which coverage is sought under this policy.  
1486

#### 1486 **10. Membership**

1487 Payment of the Farm Bureau membership dues, which is not premium, entitles the first  
1488 **person** listed as Named Insured on the Automobile Declaration Page(s) to insure one or  
1489 more vehicles for any applicable coverage, and to insurance for any other coverage for  
1490 which said fees were paid so long as:

- 1491 a. this company continues to write such coverages;  
1492 b. the vehicle to be insured meets the eligibility requirements of the company; and  
1493 c. the insured remains a risk desirable to the company.  
1494

1495 In Witness Whereof, the Farm Bureau Town & Country Insurance Company of Missouri has  
1496 caused this policy to be signed by its President and Secretary at Jefferson City, Missouri.  
1497

1498 

1499 President

1498 

1499 Secretary

1500 MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY  
1501 ASSOCIATION COVERAGE LIMITATION ENDORSEMENT  
1502  
1503  
1504

1505 1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty  
1506 Association Act (to be referred to as the Act), if **we** are a member of the Missouri  
1507 Property and Casualty Insurance Guaranty Association (to be referred to as the  
1508 Association), the Association will pay claims covered under the Act if **we** become  
1509 insolvent.

1510 2. Limitations of Coverage:

1511 The Act contains various exclusions, conditions and limitations that govern a  
1512 claimant's eligibility to collect payment from the Association and affect the amount of  
1513 any payment. The following limitations apply subject to all other provisions of this Act:

1514 a. claims covered by the Association do not include a claim by or against an  
1515 "insured" of an insolvent insurer, if that "insured" has a net worth of more than  
1516 \$25 million on the later of the end of the insured's most recent fiscal year or the  
1517 December thirty-first of the year next preceding the date the insurer becomes an  
1518 insolvent insurer.

1519 b. payments made by the Association for covered claims will include only that  
1520 amount of each claim which is less than \$300,000.

1521 However, the Association will not:

1522 1) pay an amount in excess of the applicable limit of liability of the policy from  
1523 which a claim arises, or

1524 2) return any unearned premium to an "insured" in excess of \$25,000.

1525 These limitations have no effect on the coverage **we** will provide under this policy.

1526 All other provisions of this policy apply.

1527

## 1528 ENDORSEMENT SECTION

1529

1530 **The following endorsements are optional coverages and only those endorsements**  
1531 **shown on the Automobile Declaration Page(s) of your policy apply to this policy.**

1532 **All definitions, duties, exclusions, limitations, general agreements, and conditions in**  
1533 **the policy apply unless specifically modified by the language in the endorsement.**

1534

1535

1536

1537 The coverage provided by this endorsement applies only if LOSS TO PERSONAL  
1538 PROPERTY is shown on the Automobile Declaration Page(s) and the appropriate premium  
1539 is paid.

1540 **We** will pay up to the amount shown on the Automobile Declaration Page(s), minus a  
1541 \$25.00 deductible per loss for all sudden, accidental and direct loss to personal property  
1542 and effects in **your auto**, a **newly acquired auto** or **temporary substitute auto**. The  
1543 amount payable will not exceed the fair market value of the damaged, destroyed or stolen  
1544 property immediately prior to the loss.

1545

## 1546 EXCLUSIONS

1547 This coverage will not apply:

1548 1. to theft committed by, or with the knowledge of, any **insured** as defined in Part D-  
1549 Coverage for Damage to Your Auto.

1550 2. to theft of or loss to:

1551 a. any electronic equipment that receives, sends, displays, transmits or stores  
1552 signals, sound, data, images or other media and powered by electricity, battery, or  
1553 solar sources. This includes, but is not limited to:

1554 1) AM, FM or Satellite radios and stereos;

1555 2) tape, cartridge, flash drive or compact disc players; or

1556 3) MP3 players, iPods, or other types of sound devices.

1557 b. any other electronic equipment that receives or transmits audio, visual or data  
1558 signals including, but not limited to:

1559 1) all personal media devices;

1560 2) GPS and all other navigational equipment;

1561 3) personal handheld video game systems;

1562 4) digital video players;

- 1563 5) LCD monitors;  
 1564 6)DVD and Blu-ray devices;  
 1565 7) citizens band and amateur radios;  
 1566 8) telephones;  
 1567 9) two-way mobile radios;  
 1568 10) scanning monitor receivers;  
 1569 11) television monitor receivers;  
 1570 12) video recorders;  
 1571 13) audio recorders; or  
 1572 14) personal computers.  
 1573 c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media  
 1574 used with equipment described in 2. a. or b; above; or  
 1575 d. any other accessories used with equipment described in 2 a. or b. above.  
 1576 3. to theft of any property used or intended for use in any trade, occupation, vocation  
 1577 or **business**.  
 1578 4. to theft loss unless **you** or **your** representative have reported the theft loss to the  
 1579 proper police authorities having jurisdiction at the location where the theft occurred.

### 1581 COMBINED SINGLE LIMIT LIABILITY

1582  
 1583 The coverage provided by this endorsement applies only if COMBINED SINGLE LIMIT  
 1584 LIABILITY is shown on the Automobile Declaration Page(s) and the appropriate premium  
 1585 has been paid.  
 1586

1587 The first paragraph of the **Limits of Liability** section of **Part A - Liability Coverage** is  
 1588 replaced by the following:

1589 The Limit of Liability shown on the Automobile Declaration Page(s) for this coverage is  
 1590 **our** maximum Limit of Liability for all damages, including damages for care and loss of  
 1591 services, arising out of and due to **bodily injury** to all **persons** and property damage  
 1592 to all property, resulting from any one automobile accident.  
 1593

### 1594 ACCIDENTAL DEATH BENEFITS

1595  
 1596 **You** have this coverage if ACCIDENTAL DEATH BENEFITS is shown on the Automobile  
 1597 Declaration Page(s) and the appropriate premium is paid.  
 1598

1599 If **you** are a **person**, **we** will pay the applicable amount shown on the Automobile  
 1600 Declaration Page(s) for accidental death to **you**, **your spouse** or **your family member**. If  
 1601 **you** are not a **person**, **we** will pay the applicable amount shown on the Automobile  
 1602 Declaration Page(s) for accidental death to any **person** listed as Designated  
 1603 Representative on the Automobile Declaration Page(s). This amount is payable upon proof  
 1604 of death which occurs within sixty (60) days of the date of the covered accident.

1605 This accident must:

- 1606 1. be the direct cause of internal or external **bodily injury**, and
- 1607 2. be the sole cause of the death, and
- 1608 3. result while:

- 1609 a. operating;
- 1610 b. **occupying**;
- 1611 c. repairing, servicing, or maintaining;

1612 an **auto** or **trailer**; or

- 1613 d. being injured while on a bicycle or as a pedestrian by an **auto**, **trailer**,  
 1614 motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

1615 If **you** are an entity other than a **person**, Number 3. above is amended to read:

- 1616 3. result while:
- 1617 a. operating;
- 1618 b. **occupying**;
- 1619 c. repairing, servicing, or maintaining;

1620 **your auto**, a **temporary substitute auto**, **newly acquired auto** or **your trailer**; or

d. being injured while on a bicycle or as a pedestrian by an **auto, trailer, motorcycle, or truck-tractor** designed to pull a **trailer** or semi-trailer.

### LIMIT OF LIABILITY

The Limit of Liability shown on the Automobile Declaration Page(s) for this coverage is **our** maximum Limit of Liability for each **person** terminally injured in any one accident. This is the most **we** will pay regardless of the number of:

1. **persons** insured;
2. claims made;
3. vehicles or premiums shown on the Automobile Declaration Page(s);
4. vehicles involved in the accident; or
5. policies issued by **us**.

### ADDITIONAL EXCLUSIONS

**We** do not provide coverage for any death resulting directly or indirectly from any of the following or if any of the following contributes in any way:

- intentional or voluntary gas poisoning or asphyxiation;
- discharge of a nuclear weapon (even if accidental);
- war, declared or undeclared, or any act incident thereto;
- riot or civil commotion;
- civil war;
- insurrection;
- rebellion or revolution;
- suicide, while sane;
- **insured** or covered **person** committing a felonious act;
- resisting arrest or fleeing from justice;
- **occupying** any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for, any racing or speed contest or other competitive event. Competitive event does not mean participating in a parade or car show.
- testing any vehicle on any track or speedway or while riding on a motorcycle;
- engaged as a mechanic or serviceman while:
  - towing;
  - pushing;
  - working on;
  - repairing;
  - overhauling; or
  - testinga vehicle;
- engaged as an employee or volunteer of any police or fire department while on duty;
- in military, naval, marine, air, or any other armed service of any country at war, whether such war be declared or undeclared; or
- transmission of a communicable disease.
- operation of a motor vehicle by the deceased with illegal drugs present in their system or with their blood alcohol exceeding the state's legal limit where the accident occurred, at the time of the accident.

### CONDITIONS

This insurance becomes effective on the date shown on the Automobile Declaration Page and for such terms thereafter, as the required renewal premium is paid on or before expiration of the current term and accepted by **us**.

Written notice on which claim may be based must be given to **us** within twenty (20) days after the date of the accident from which such claim arises. Failure to give notice within the twenty (20) day period will not invalidate any claim if it can be shown by the **person** making the claim not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Proof of loss must be furnished to **us**, at **our** home office, within ninety (90) days after the date of such accident on such forms as are

furnished by **us**, or in the event **we** fail to furnish such forms, on any form that reasonably establishes proof of loss insured against. Failure of the claimant to provide the notice of claim and submission of the proof of loss within the time frame set forth above may result in the denial of any insurance coverage otherwise available if we can establish that our rights have been prejudiced by the lack of such notice.

**We** will have the right and opportunity to request an autopsy, at our expense, where such is not forbidden by law.

No action at law or in equity will be brought to recover on any insurance hereunder prior to the expiration of sixty (60) days after proof of loss has been filed.

The beneficiary under the insurance of any insured **person** will be the estate of such insured **person**. However, **we** may make any payment hereunder to any relative by blood or connection by marriage of such insured **person**, or to the extent of such portion of any such payment as may reasonably appear to **us** to be due such **person**, to any other **person** equitably entitled thereto by reason of having incurred expenses occasioned by maintenance or burial of such insured **person**.

The insurance provided by this endorsement will terminate upon:

- 1. **your** failure to pay the premium when due; or
- 2. termination of the automobile policy issued by **us**.

Provided, however, that in the event of termination under 2. of this paragraph, this insurance will terminate and the unearned premium, computed pro rata, will be returned.

**EMPLOYER'S NON-OWNER LIABILITY**

**You** have this coverage if EMPLOYER'S NON-OWNER LIABILITY is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

This coverage protects **you, your** officers, directors, partners, trustees, and the **person(s)** listed as Designated Representative on the Automobile Declaration Page(s), in the event **you** or **your** officers, directors, partners, trustees, or the **person(s)** listed as Designated Representative on the Automobile Declaration Page(s) are held legally responsible for damages or injuries covered under this policy and caused by one of **your** employees while **your** employee is driving their own personally owned **private passenger auto** in their employment in **your** business or farming operation.

A **private passenger auto** used for the delivery or transportation of goods and materials is not covered unless such use is incidental to **your business** of installing, maintaining or repairing furnishings or equipment, or for farming or ranching.

**DISABILITY INCOME**

**You** have this coverage if DISABILITY INCOME is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

**We** will pay **you, your spouse** or **your family member** Disability Income when **you, your spouse** or **your family member** sustains **bodily injury** caused by accident while **occupying your auto, a newly acquired auto, temporary substitute auto, non-owned auto** or **trailer** or through being struck by a motor vehicle or **trailer**.

**We** will pay any other **person** Disability Income who sustains **bodily injury** while **occupying**:

- 1. **your auto, a newly acquired auto, temporary substitute auto** or **trailer**, provided it is being used by **you, your spouse, your family member** or someone with the permission of **you, your spouse** or **your family member**; or

1736 2. a **non-owned auto** provided the **non-owned auto** is being used by **you, your**  
1737 **spouse** or **your family member**.  
1738

1739 It is agreed that this coverage will:

- 1740 1. begin fifteen (15) days after a covered accident;  
1741 2. continue uninterrupted for as long as the injured person is **continuously totally**  
1742 **disabled**; and  
1743 3. terminate not later than:  
1744 a. one (1) year and fourteen (14) days after the date of the accident; or  
1745 b. at death;  
1746 whichever comes first.  
1747

#### 1748 LIMIT OF LIABILITY

1749 The Limit of Liability for this coverage for a wage earner is eighty-five (85) percent of the  
1750 loss of **income** of that wage earner, not to exceed \$800 per month, with total payments for  
1751 loss of **income** not to exceed \$9,600.  
1752

1753 The Limit of Liability for this coverage for a non-wage earner is a maximum of \$20 per day  
1754 (for reimbursement of expenses which are incurred for essential services normally  
1755 performed by the injured person). Maximum benefit for a non-wage earner will not exceed  
1756 \$6,000.  
1757

1758 The Limit of Liability applies separately for Disability Income to each **person** who sustains  
1759 **bodily injury** resulting from any accident covered by this endorsement.  
1760

#### 1761 ADDITIONAL DEFINITIONS

1762 **Continuously totally disabled** means disability which prevents the injured persons from  
1763 performing any duties required by their occupations.

1764 **Income** means:

- 1765 1. salary;  
1766 2. commissions;  
1767 3. professional fees;  
1768 4. net profits from an individually owned **business**; or  
1769 5. adjusted gross income from a farm.  
1770

#### 1771 EXCLUSIONS

1772 Coverage does not apply under this endorsement to **bodily injury**:

- 1773 1. sustained by anyone while **occupying**:  
1774 a. an **auto** owned by **you** or any of **your family members** used as a public or  
1775 livery conveyance;  
1776 b. any vehicle while located as a residence or premises; or  
1777 c. any vehicle including, but not limited to, a motorcycle, motorized scooter,  
1778 motorized bicycle, go-cart, dune buggy, moped, mini bike, utility bike, pocket  
1779 rocket, motorized mini truck, mini car, mini utility vehicle, recreational vehicle, all  
1780 terrain vehicle, snowmobile, or any other similar vehicle.  
1781 2. sustained by **you, your spouse** or any of **your family members**:  
1782 a. while **occupying** an **auto** owned by or furnished for the regular **use** of  
1783 **you, your spouse** or any of **your family members**, other than **your auto**, a  
1784 **newly acquired auto, temporary substitute auto, non-owned auto** or **trailer**;  
1785 or  
1786 b. while **occupying** or through being struck by:  
1787 1) a farm type tractor or other equipment designed for use principally off  
1788 public roads, while not upon public roads; or  
1789 2) a vehicle operated on rails or crawler treads.  
1790 3) sustained by any **person** other than **you, your spouse** or **your family member**  
1791 resulting from **use** of:  
1792 a. any **auto** in the **auto business**; or  
1793 b. any **auto** used as a public or livery conveyance;

- 1794 c. any **auto** used in any trade, occupation, vocation or **business**, except  
1795 operation or occupancy of a **private passenger auto** by **you** or by **your**  
1796 private chauffeur or domestic servant; or  
1797 d. a **trailer** used with any vehicle identified in 1., 2., or 3.
- 1798 4. due to war.
- 1799 5. to any **person** if such **person's** conduct contributed to the **bodily injury** in any of  
1800 the following ways:
- 1801 a. causing injury intentionally;
- 1802 b. operating a motor vehicle with illegal drugs present in their system, or any  
1803 **person** whose blood alcohol exceeded the State's legal limit where the accident  
1804 occurred, while the **person** was driving or operating the vehicle involved in the  
1805 accident.
- 1806 c. using a motor vehicle outside the scope of consent of the owner of the vehicle. d.  
1807 operating a motor vehicle without an operator's license, or after suspension or  
1808 revocation of their license;
- 1809 e. operating a motor vehicle upon a bet or wager or in a race, speed contest or  
1810 other competitive event; competitive event does not mean participating in a parade  
1811 or car show;
- 1812 f. seeking to elude lawful apprehension or arrest by a police officer;
- 1813 g. committing a felonious act; or
- 1814 6. sustained by any occupant or driver of any other vehicle involved in an accident  
1815 with a vehicle insured under this endorsement.
- 1816 7. resulting from any actual, alleged, threatened or adjudicated sexual abuse,  
1817 harassment, molestation, or relations.
- 1818 8. from any actual, alleged, threatened or adjudicated **bodily injury** resulting from  
1819 physical, mental or emotional injury or damage including, but not limited to, that  
1820 derived from abuse, harassment, belittlement, disparagement, revilement,  
1821 castigation, chastisement, criticism, perversion, maltreatment, desecration,  
1822 vexation, torment, torture, devilment or bullying, whether through physical, verbal,  
1823 imaged, texted, electronically transmitted, telephonic, or any other means.

#### 1825 MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM

1826 As soon as practicable, the injured **person** or someone on his or her behalf will give to **us**  
1827 written proof of claim. Any **person** who makes a claim under this coverage must, as a  
1828 condition of payment:

- 1829 1. Authorize **us** to obtain any records which may be relevant to the claim or which  
1830 may reasonably be expected to aid **our** investigation in determining the facts  
1831 relevant to the claim;
- 1832 2. Answer, under oath as often as **we** may reasonably require, any questions posed  
1833 by **us**, out of the presence of any other individual, and sign a written transcript of  
1834 such questions and answers;
- 1835 3. Submit to a physical examination(s), at **our** expense, by doctors **we** select as  
1836 often as **we** may reasonably require, and
- 1837 4. Authorize **us** to obtain medical records which are material to the claim, including  
1838 prior medical records.

1839 Payment under this coverage is not an admission of liability by **us** or any **insured**.

#### 1841 CONDITIONS OF PAYMENT

1842 **We** may, at **our** option, pay the benefits under this policy to any of the following **persons**:  
1843 wife, husband, mother, father, child, or children of the deceased or to the executor or  
1844 administrator of the estate. Payment to any one of the above named will, to the extent  
1845 thereof, release **us** from all further liability.

#### 1846 INCOME RECORDS

1847 **We** may require the injured person to secure and submit to **us**, their salary, commission,  
1848 and/or Internal Revenue Service records.

#### 1849 OTHER INSURANCE

1850 Insurance afforded under Disability Income will be excess insurance over any benefits the  
1851

1852 injured **person** has the right to receive under any Workers' Compensation Law. Workers'  
1853 compensation benefits will be deducted from the gross total loss of **income**. Of the  
1854 remaining loss of **income**, 85% will be payable under Disability Income, subject to the  
1855 limitations stated above.

1856 Insurance afforded under Disability Income for **persons**, other than **you, your spouse** and  
1857 any of **your family members**, injured while **occupying your auto**, a **newly acquired**  
1858 **auto, temporary substitute auto, non-owned auto** or **trailer** will be excess over any  
1859 other valid and collectible individual, group, blanket, or franchise insurance; Blue  
1860 Cross/Blue Shield and any other prepayment coverage; any governmental program  
1861 providing benefits afforded under Disability Income; benefits received under any Workers'  
1862 Compensation Law; or automobile disability benefits.

1863 Insurance afforded under Disability Income for **you, your spouse** and any of **your family**  
1864 **members** injured while **occupying a temporary substitute auto** or a **non-owned auto**  
1865 will be excess over any other valid and collectible automobile disability loss of **income**  
1866 insurance.

1867 If the Disability Income afforded hereunder is concurrent with like insurance afforded by any  
1868 other automobile policy issued to **you** by **us**, the total liability of **us** under all such policies  
1869 will not exceed the highest applicable Limit of Liability under any one such policy.

## 1870 **TRANSPORTATION AND TRAVEL EXPENSES**

1873 You have this coverage if TRANSPORTATION AND TRAVEL EXPENSES is shown on the  
1874 Automobile Declaration Page(s) and the appropriate premium is paid.

1876 Coverage is provided for a **loss** that renders a covered vehicle unsafe to drive. **We** will pay  
1877 covered losses without application of a deductible, up to the per day limit shown on the  
1878 Automobile Declaration Page(s), not to exceed the maximum per occurrence amount  
1879 shown on the Automobile Declaration, for:

1880 1. temporary transportation, meals, and lodging expenses actually incurred by **you**, or  
1881 a **person** listed as Designated Representative on the Automobile Declaration Page(s),  
1882 in the event of a covered **loss** to **your auto, newly acquired auto, temporary**  
1883 **substitute auto, non-owned auto** or **your trailer**. **We** will pay for such expenses if  
1884 the **loss** is caused by:

- 1885 a. **Other than Collision losses** only if the Automobile Declaration Page(s)  
1886 indicates that Other Than Collision coverage is provided for **your auto**; or  
1887 b. **Collision losses** only if the Automobile Declaration Page(s) indicates that  
1888 Collision coverage is provided for **your auto**.

1889 2. loss of use expenses for which **you**, or the first **person** listed as Designated  
1890 Representative on the Automobile Declaration Page(s) become legally responsible in  
1891 the event of a covered **loss** to a **non-owned auto**. **We** will pay for loss of use  
1892 expense if the **loss** is caused by:

- 1893 a. **Other than Collision losses** only if the Automobile Declaration Page(s)  
1894 indicates that Other Than Collision coverage is provided for **your auto**;  
1895 b. **Collision losses** only if the Automobile Declaration Page(s) indicates the  
1896 Collision coverage is provided for **your auto**.

## 1898 **LIMIT OF LIABILITY**

1899 We will not pay more than:

- 1900 1. the per day limit of liability shown on the Automobile Declaration Page(s) for this  
1901 coverage, for the expenses incurred on any one day for a covered **loss**;  
1902 2. the per occurrence limit of liability shown on the Automobile Declaration Page(s) for  
1903 Transportation and Travel Expenses for any one covered **loss**;  
1904 3. a reasonable amount, not to exceed the per day limit shown on the Automobile  
1905 Declaration Page(s), for a temporary replacement vehicle of a similar size and quality  
1906 as **your auto**;  
1907 4. for the period of time required to **repair your auto, temporary substitute auto,**  
1908 **newly acquired auto** or a **non-owned auto**, or for the period of time following a  
1909 covered loss until **we** make an offer to pay the **actual cash value** of such **auto** in the

1910 event it is deemed by **us** to be a total loss; or  
1911 5. the actual amount incurred, over and above normal expenses, for meals, lodging,  
1912 and travel required to return home following a covered **loss** to a covered **auto** that  
1913 renders the **auto** unsafe to drive.

### 1914 INCREASED LIMITS POLLUTION

1915 **You** have this coverage if INCREASED LIMITS POLLUTION is shown on the Automobile  
1916 Declaration Page(s) and the appropriate premium is paid.

### 1917 LIMIT OF LIABILITY

1918 The Limit of Liability section of "Part A" (Liability Coverage) is amended as follows:

1919 Item #5 in the Limits of Liability section is deleted and replaced with the following:

- 1920 5. **Our** Limit of Liability for all damages, including clean-up, arising out of the actual,  
1921 alleged or threatened discharge, dispersal, seepage, migration, release or escape of  
1922 smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste  
1923 materials or other irritants, contaminants or pollutants into or upon the land, the  
1924 atmosphere or any water course or body of water will not exceed \$100,000 for all  
1925 **persons** and property damage resulting from any one accident. This provision will not  
1926 increase **our** total Limit of Liability.

### 1927 REDUCING DEDUCTIBLE

1928 **You** have this coverage if REDUCING DEDUCTIBLE is shown on the Automobile  
1929 Declaration Page(s) and the appropriate premium is paid.

1930 In the event the Automobile Declaration Page(s) shows REDUCING DEDUCTIBLE the  
1931 following provision applies:

1932 The deductible amounts shown on the Automobile Declaration Page(s) for **Other Than**  
1933 **Collision** and **Collision** will be reduced by \$100 provided that no claim payment over the  
1934 REDUCING DEDUCTIBLE threshold amount (as filed by **us** with the Missouri Department  
1935 of Insurance) has been paid by **us** during the twelve (12) month period following the annual  
1936 anniversary date of this policy. A further reduction of \$100 from the original deductible  
1937 amounts for **Other Than Collision** and **Collision** will be given for each claim free period,  
1938 as described, with each reduction to be effective at 12:01 a.m. on the next anniversary date  
1939 following such period. In no event will the deductible be less than zero. In the event a claim  
1940 payment is made over the REDUCING DEDUCTIBLE threshold amount (as filed by **us**),  
1941 the coverage, **Other Than Collision** and **Collision** deductibles originally stated on the  
1942 Automobile Declaration Page(s), will be reinstated with respect to any subsequent claims,  
1943 at the next renewal date.

1944 Payment under "Part C" (Uninsured Motor Vehicle Coverage) or Underinsured Motor  
1945 Vehicle coverage will not be considered a claim payment with respect to the threshold  
1946 provisions of this endorsement.

### 1947 EMERGENCY ROAD SERVICE

1948 **You** have this coverage if EMERGENCY ROAD SERVICE is shown on the Automobile  
1949 Declaration Page(s) and the appropriate premium is paid.

1950 **We** will pay the reasonable cost up to the limit of coverage for Emergency Road Service  
1951 shown on the Automobile Declaration Page(s) for expenses **you** incur for **your auto**,  
1952 **temporary substitute auto**, **newly acquired auto** or a **non-owned auto** that is disabled  
1953 and in the possession of or being operated by **you**, **your spouse**, **your family member**, or  
1954 **the person(s)** listed as Designated Representative on the Automobile Declaration Page(s)  
1955 for:

- 1956 1. mechanical labor up to one hour at the place of its breakdown;  
1957 2. towing to the nearest place where the necessary repairs can be made during

- 1968 regular business hours if it will not run;  
1969 3. towing it out if it is stuck on or immediately next to a public highway;  
1970 4. delivery of gas, oil, loaned battery or change of tire. **We** do not pay for the cost of  
1971 these items; or  
1972 5. locksmith services, up to one hour, to open **your auto** if **your** key is lost, stolen or  
1973 inside **your auto**. **We** will pay only the cost of labor.

1974  
1975 The most **we** will pay for any one disablement is one towing and labor charge not to exceed  
1976 the limit shown for this coverage on the Declaration Page(s).

## 1977 **UNDERINSURED MOTOR VEHICLE**

1978  
1979  
1980 **You** have this coverage if UNDERINSURED MOTOR VEHICLE coverage is shown on the  
1981 Automobile Declaration Page(s) and the appropriate premium is paid.

1982  
1983 Subject to the terms stated in the **Limits of Liability** section of this Endorsement, **we** will  
1984 pay damages for **bodily injury** an **insured** is legally entitled to collect from the owner or  
1985 operator of an **underinsured motor vehicle**. The **bodily injury** must be sustained by an  
1986 **insured** and caused by an accident arising out of the **use** of an **underinsured motor**  
1987 **vehicle**.

1988  
1989 THERE IS NO COVERAGE UNTIL THE LIMITS OF LIABILITY OF ALL BODILY INJURY  
1990 LIABILITY BONDS AND POLICIES THAT APPLY HAVE BEEN USED UP BY PAYMENT  
1991 OF JUDGMENTS OR SETTLEMENTS.

1992  
1993 **Underinsured Motor Vehicle** – means a land motor vehicle:

- 1994 1. the ownership, maintenance or use of which is insured or bonded for bodily injury  
1995 liability at the time of the accident; and  
1996 2. whose limits of liability for bodily injury liability is less than the amount of the  
1997 **insured's** limit of liability for this coverage.

1998 An **underinsured motor vehicle** does not include a land motor vehicle:

- 1999 1. insured under the liability coverage of this policy or any other policy issued by **us**;  
2000 2. furnished or available for the regular use of **you, your spouse, your family**  
2001 **member(s)**, or any **person** listed as Designated Representative on the Automobile  
2002 Declaration Page(s), their **spouse** or their **family member(s)**, or any scheduled  
2003 operator listed on the Automobile Declaration Page(s), their **spouse** or their **family**  
2004 **member(s)**;  
2005 3. owned by any government or any of its political subdivisions or agencies;  
2006 4. while located for **use** as a residence or premises;  
2007 5. designed for **use** mainly off public roads except while on public roads;  
2008 6. defined as an "**uninsured motor vehicle**" in **your** policy;  
2009 7. operated on rails or crawler treads; or  
2010 8. owned or operated by a **person**, organization, or other entity, qualifying as a self-  
2011 insurer under any applicable motor vehicle law, financial responsibility law or any  
2012 similar law.

## 2013 **Who Is An Insured**

2014 **Insured** means:

- 2015 1. If the first party listed as the Named Insured on the Automobile Declaration Page(s)  
2016 is a **person**, then that **person** is an **insured**, as well as:  
2017 A. his/her **spouse**;  
2018 B. his/her **family member(s)**, except that any of his/her **family members** who  
2019 owns or leases an **auto** is only considered to be an **insured** while **occupying your**  
2020 **auto**, a **temporary substitute auto**, a **newly acquired auto** or **trailer** attached to  
2021 one of these **autos**;  
2022 2. If the first Named Insured on the Automobile Declaration Page(s) is not a **person**,  
2023 the first **person** listed as Designated Representative on the Automobile Declaration  
2024 Page(s) is an **insured**, as well as:  
2025

- 2026 A. his/her **spouse**;
- 2027 B. his/her **family member(s)**, except that any such **family members** who owns or
- 2028 leases an **auto** is only considered to be an **insured** while **occupying your auto**, a
- 2029 **temporary substitute auto**, a **newly acquired auto** or **trailer** attached to one of
- 2030 these **autos**.
- 2031 3. Any other **person** while **occupying**:
- 2032 a. **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **trailer**
- 2033 attached to such **auto**. Such vehicle has to be used within the scope of the consent
- 2034 of the first **person** listed as Named Insured on the Automobile Declaration Page(s)
- 2035 or their **spouse**. If the first person listed as the Named Insured is not a **person**,
- 2036 then such vehicle has to be used within the scope of the consent of the first **person**
- 2037 listed as Designated Representative on the Automobile Declaration Page(s) or their
- 2038 **spouse**; or
- 2039 b. an **auto** not owned or leased by any of the **insureds** identified in #'s 1., 2., or 3.a.
- 2040 above, or any **person(s)** listed as Designated Representative on the Automobile
- 2041 Declaration Page(s) or any of their **family members**, or any **person** shown as
- 2042 Scheduled Operators on the Automobile Declaration Page(s), or a **trailer** attached
- 2043 to such **auto**. Such **auto** has to be driven by the first **person** listed as Named
- 2044 Insured on the Automobile Declaration Page(s) or that **person's spouse**, and
- 2045 within the scope of the owner's consent. If the first Named Insured is not a **person**,
- 2046 then such **auto** has to be driven by the first **person** listed as Designated
- 2047 Representative on the Automobile Declaration Page(s) or that **person's spouse**,
- 2048 and within the scope of the owner's consent.
- 2049 Such other **person occupying** a vehicle used to carry **persons** for a charge is not
- 2050 an **insured**. This does not apply to a share-the-expense car pool.
- 2051 4. Any **person** entitled to recover damages because of **bodily injury** to an **insured**
- 2052 under 1 through 3 above.

2053

2054 **We do not provide Underinsured Motor Vehicle Coverage for bodily injury** sustained by

2055 **any insured** using a vehicle without permission to do so.

2056

### 2057 **Consent to Be Bound**

2058 **We are not bound by any judgment against any person** or organization without **our** written

2059 consent.

2060

### 2061 **Limits of Liability**

- 2062 1. **We do not pay the limit of Underinsured Motor Vehicle coverage** reflected on the
- 2063 Automobile Declaration Page(s). Rather, **we** only will pay up to the difference
- 2064 between the amount recovered from the liability insurer(s) of the **underinsured**
- 2065 **motor vehicle** or operator and the limit of **Underinsured Motor Vehicle** coverage
- 2066 reflected on the Automobile Declaration(s). Subject to the terms of paragraph 6.
- 2067 below, the amount of coverage under "Each Person" is the coverage for all
- 2068 damages, including damages for care and loss of services, consortium or death
- 2069 arising out of and due to **bodily injury** to one **person**. Under "Each Accident" is the
- 2070 coverage, subject to the amount shown under "Each Person", for all such damages
- 2071 arising out of and due to **bodily injury** to two or more **persons** in the same
- 2072 accident.
- 2073 2. Regardless of the limits of **Underinsured Motor Vehicle** coverage stated on the
- 2074 Automobile Declaration Page(s), the limits of **Underinsured Motor Vehicle**
- 2075 coverage will not exceed \$50,000 per person and \$100,000 per accident for:
- 2076 any **person** other than **you**, **your spouse**, **your family member(s)**, or any
- 2077 scheduled operator listed on the Automobile Declaration Page(s), their **spouse** or their
- 2078 **family member(s)**, using **your auto**, a **newly acquired auto**, **temporary**
- 2079 **substitute auto**, **non-owned auto** or **trailer** to which this coverage applies.
- 2080 3. Any amount payable under this coverage shall be reduced by any amount paid or
- 2081 payable to or for the **insured** under any workers' compensation, disability benefits,
- 2082 or similar law.
- 2083 4. Any payment made to a **person** under this coverage shall reduce any amount

- 2084 payable to that **person** under the **bodily injury** liability coverage.  
2085  
2086 5. Subject to the provisions of paragraphs 2 and 6 of this section entitled "**Limits of**  
2087 **Liability**", the applicable limit of liability is **our** maximum limit of liability for all  
2088 damages resulting from any one accident. This is the most we will pay regardless  
2089 of the number of:  
2090 a. **Insureds**;  
2091 b. Claims made;  
2092 c. Vehicles or premiums shown on the Automobile Declaration Page(s);  
2093 d. Vehicles involved in the accident;  
2094 e. Applicable insurance policies or bonds.  
2095 The applicable limit of liability shall be reduced by all sums paid or payable to the  
2096 **insured** making the claim because of **bodily injury** sustained by, or on behalf of,  
2097 all **persons** or organizations who are or may be legally responsible. This includes  
2098 all sums paid under part A of this policy.  
2099 6. Regardless of the limits of **Underinsured Motor Vehicle** coverage stated on the  
2100 Automobile Declaration Page(s), the most **we** pay will be the difference between  
2101 the amount of the **insured's** limit of liability for this coverage and the amount paid  
2102 to the **insured** by, or on behalf of, all **persons** or organizations who are or may be  
2103 legally responsible for the **bodily injury**.  
2104 7. **We** will not make a duplicate payment under this coverage for any element of loss  
2105 for which payment has been made by, or on behalf of, **persons** or organizations  
2106 who may be legally responsible.  
2107 8. No one will be entitled to receive duplicate payments for the same elements of  
2108 loss under this coverage and Part A - Liability Coverage, Part B - Medical  
2109 Payments Coverage, or Part C - Uninsured Motor Vehicle Coverage of this policy.

#### 2110 **Exclusions**

2111 THERE IS NO COVERAGE UNDER UNDERINSURED MOTOR VEHICLE COVERAGE:

- 2112 1. For any **insured** who, without **our** written consent, settles with any **person** or  
2113 organization who may be liable for the **bodily injury** and thereby impairs **our** right to  
2114 recover **our** payments.  
2115 2. For damages sustained by any **insured** if benefits are:  
2116 (a) payable to, or on behalf of, such **insured** under any workers compensation  
2117 law or similar law as a result of the same accident, or  
2118 (b) required by any workers compensation law or similar law to be provided to, or  
2119 on behalf of, such **insured** as a result of the same accident.  
2120 3. For punitive or exemplary damages.  
2121 4. For **bodily injury** to any **insured** if an **insured's** conduct contributed to the **bodily**  
2122 **injury** by seeking to elude lawful apprehension, arrest by a police officer, or while  
2123 committing a felonious act.  
2124 5. For **bodily injury** which arises out of the transmission of a communicable disease  
2125 to any **insured**.  
2126 6. For **bodily injury** sustained while **occupying** any vehicle designed for racing or  
2127 any vehicle while:  
2128 a. competing in; or  
2129 b. practicing or preparing for;  
2130 any racing or speed contest or competitive event. Competitive event does not  
2131 include participation in a parade or car show.  
2132 7. While occupying a motor vehicle owned or leased by **you, your spouse, your**  
2133 **family member(s)**, or any **person** listed as Designated Representative on the  
2134 Automobile Declaration Page(s), their **spouse** or their **family member(s)**, or any  
2135 scheduled operator listed on the Automobile Declaration Page(s), their **spouse** or  
2136 their **family member(s)**, if it is not insured for this coverage;  
2137 8. For **bodily injury** from being struck by a motor vehicle owned or leased by **you,**  
2138 **your spouse, your family member(s)**, or any **person** listed as Designated  
2139 Representative on the Automobile Declaration Page(s), their **spouse** or **family**  
2140 **member(s)**, or any scheduled operator listed on the Automobile Declaration Page(s),  
2141 their **spouse** or their **family member(s)**;

- 2142 9. While **occupying your auto, a non-owned auto, a newly acquired auto,**  
2143 **temporary substitute auto or trailer** when it is being used as a public or livery  
2144 conveyance. This exclusion does not apply to a share-the-expense car pool.  
2145 10. For **bodily injury** resulting from any actual, alleged, threatened or adjudicated  
2146 sexual abuse, harassment, molestation, or relations.  
2147 11. For any actual, alleged, threatened or adjudicated **bodily injury** resulting from  
2148 physical, mental or emotional injury or damage including, but not limited to, that  
2149 derived from abuse, harassment, belittlement, disparagement, revilement, castigation,  
2150 chastisement, criticism, perversion, maltreatment, desecration, vexation, torment,  
2151 torture, devilment or bullying, whether through physical, verbal, imaged, texted,  
2152 electronically transmitted, telephonic, or any other means.  
2153

#### 2154 **If There Is Other Underinsured Motor Vehicle Coverage**

2155 Subject to the terms of the section titled "Limits of Liability" in this endorsement, if this  
2156 policy and any other auto insurance policy issued by **us** to **you, your spouse, your family**  
2157 **member(s)**, any **person** listed as Designated Representative on the Automobile  
2158 Declaration Page(s), their **spouse** or their **family member(s)**, or any scheduled operator  
2159 listed on the Automobile Declaration Page(s), their **spouse** or their **family member(s)**,  
2160 apply to the same accident, the maximum limit of **our** liability under all policies will not  
2161 exceed the highest applicable limit under any one policy.  
2162

2163 Subject to the provisions of the preceding paragraph of this section, if there is other  
2164 underinsured motor vehicle coverage available under one or more policies of insurance  
2165 issued by an insurance company other than **us**, the following applies:

- 2166 1. If the **insured** sustains **bodily injury** while on a bicycle or as a pedestrian and  
2167 other underinsured motor vehicle coverage applies:  
2168 a. the total limits of liability under all such coverages shall not exceed that of the  
2169 coverage with the highest limit of liability; and  
2170 b. **we** are liable only for **our** share. **Our** share is that percent of the damages that  
2171 the limit of liability of this coverage bears to the total of all underinsured motor  
2172 vehicle coverage applicable to the accident.  
2173 2. If the **insured** sustains **bodily injury** while **occupying your auto** and **your auto** is  
2174 described on the declarations page of another policy providing underinsured motor  
2175 vehicle coverage:  
2176 a. the total limits of liability under all such coverages shall not exceed that of the  
2177 coverage with the highest limit of liability; and  
2178 b. **we** are liable only for **our** share. **Our** share is that percent of the damages that  
2179 the limit of liability of this coverage bears to the total of all such underinsured motor  
2180 vehicle coverage applicable to the accident.  
2181 3. If the **insured** sustains **bodily injury** while **occupying** a vehicle not owned or  
2182 leased by **you, your spouse, your family member(s)**, any **person** listed as  
2183 Designated Representative on the Automobile Declaration Page(s), their **spouse** or  
2184 their **family member(s)**, or any scheduled operator listed on the Automobile  
2185 Declaration Page(s), their **spouse** or their **family member(s)**, this coverage applies  
2186 as excess to any underinsured motor vehicle coverage issued by another insurer  
2187 which applies to the vehicle as primary coverage, but only in the amount by which it  
2188 exceeds the primary coverage.  
2189 If coverage under more than one policy applies as excess:  
2190 a. the total limit of liability shall not exceed the difference between the limit of  
2191 liability of the coverage that applies as primary and the highest limit of liability of any  
2192 one of the coverages that apply as excess; and  
2193 b. **we** are liable only for **our** share. **Our** share is that percent of the damages that  
2194 the limit of liability of this coverage bears to the total of all underinsured motor  
2195 vehicle coverage applicable as excess to the accident.  
2196 4. This coverage does not apply if there is other underinsured motor vehicle coverage  
2197 on a **newly acquired auto**.  
2198  
2199

#### **Arbitration**

- 2200 1. If **we** and an **insured** do not agree:
- 2201 a. whether that **insured** is legally entitled to recover damages; or
- 2202 b. as to the amount of damages which are recoverable by that **insured** from the
- 2203 owner or operator of an **underinsured motor vehicle**, then the matter may be
- 2204 arbitrated. However, disputes concerning coverage under this endorsement may
- 2205 not be arbitrated.
- 2206 Both parties must agree to arbitration. If so agreed, each party will select an
- 2207 arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30)
- 2208 days, either may request that selection be made by a judge of a court having
- 2209 jurisdiction.
- 2210 2. Each party will:
- 2211 a. pay the expenses it incurs; and
- 2212 b. bear the expenses of the third arbitrator equally.
- 2213 3. Unless both parties agree otherwise, arbitration will take place in the county in
- 2214 which the Named Insured lives. Local rules of law as to procedure and evidence will
- 2215 apply. A decision agreed to by two of the arbitrators will be binding as to:
- 2216 a. whether the **insured** is legally entitled to recover damages; and
- 2217 b. the amount of damages. This applies only if the amount does not exceed the
- 2218 minimum limit for **bodily injury** liability specified by the applicable Financial
- 2219 Responsibility Law of the state in which **your covered auto** is principally
- 2220 garaged. If the amount exceeds that limit, either party may demand the right to a
- 2221 trial. This demand must be made within sixty (60) days of the arbitrators'
- 2222 decision. If this demand is not made, the amount of damages agreed to by the
- 2223 arbitrators will be binding on that **insured** and **us**.

#### 2224 **Additional Duties**

2225 A **person** seeking coverage under this endorsement must also promptly;

- 2226 1. send **us** copies of all legal papers including a lawsuit against the alleged operator of
- 2227 the **underinsured motor vehicle** if a suit is brought, and
- 2228 2. notify **us** in writing of a tentative settlement between the **insured** and the insurer of
- 2229 the **underinsured motor vehicle** and allow **us** thirty (30) days to advance payment to
- 2230 that **insured** in an amount equal to the tentative settlement to preserve **our** rights
- 2231 against the insurer, owner or operator of such **underinsured motor vehicle**.

#### 2232 **Conditions**

2233 The following is added to the Our Right To Recover Payment provision in Conditions

2234 section of the Policy:

#### 2235 **Our Right to Recover Payment**

2236 Our right to recover payment does not apply with respect to **Underinsured Motor Vehicle**

2237 coverage if **we**:

- 2238 1. have been given prompt written notice of a tentative settlement between an
- 2239 **insured** and the insurer of an **underinsured motor vehicle**; and
- 2240 2. fail to advance payment to the **insured** in an amount equal to the tentative
- 2241 settlement within thirty (30) days after receipt of notification.

2242 If **we** advance payment to the **insured** in an amount equal to the tentative settlement within

2243 thirty (30) days after receipt of notification:

- 2244 1. that payment will be separate from any amount the **insured** is entitled to recover
- 2245 under the provisions of Underinsured Motor Vehicle coverage; and
- 2246 2. **we** also have a right to recover the advanced payment.

#### 2247 **ELECTRONIC EQUIPMENT**

2248 **You** have this coverage if ELECTRONIC EQUIPMENT is shown on the Automobile

2249 Declaration Page(s) and the appropriate premium is paid.

2250 Exclusion (7) of the section entitled **When Part D Coverage for Damage to Your Auto**

2251 **Does Not Apply**, in PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, does not

2252 apply to coverage provided by this endorsement. All other definitions, exclusions and

2258 provisions in PART D - COVERAGE FOR DAMAGE TO YOUR AUTO do apply.

2259 **We** will pay, without application of a deductible, for **loss** to which this endorsement applies  
2260 to any electronic equipment that receives or transmits audio, visual or data signals, or is  
2261 designed solely for the reproduction of sound.

2262 This coverage applies only if:

- 2263 1. the electronic equipment is permanently installed in **your auto** or a **newly acquired**
- 2264 **auto**; or
- 2265 2. the equipment is:
- 2266 a. removable from a housing unit which is permanently installed in **your auto** or a
- 2267 **newly acquired auto**;
- 2268 b. designed to be solely operated by the power from **your auto's** or a **newly**
- 2269 **acquired auto's** electrical system; and
- 2270 c. in **your auto** or a **newly acquired auto**;

2271 at the time of the **loss**.

2272 **We** will also pay, without application of a deductible, for **loss** to:

- 2273 A. any accessories used with such electronic equipment: and
- 2274 B. tapes, records, discs, flash drives, game cartridges, cards, chips or other media
- 2275 used with the equipment if they are:
- 2276 a. **your** property, the property of the first **person** listed as Designated
- 2277 Representative on the Automobile Declaration Page(s), or that of a **family**
- 2278 **member of you** or the first **person** listed as Designated Representative on the
- 2279 Automobile Declaration Page(s); and
- 2280 b. in **your auto** or a **newly acquired auto** at the time of the **loss**.

2281 **ADDITIONAL EXCLUSIONS**

2282 **We** will not pay, under this endorsement, for any electronic equipment that is:

- 2283 • necessary for the normal operation of the **auto** or the monitoring of the **auto's**
- 2284 operating systems; or
- 2285 • an integral part of the same unit housing any sound reproducing equipment
- 2286 described in 1. and 2. above and permanently installed in the opening of the
- 2287 dash or console of **your auto** or a **newly acquired auto** normally used by the
- 2288 manufacturer for installation of a radio or stereo.

2289 **LIMIT OF LIABILITY**

2290 With respect to coverage under this endorsement only, the first paragraph of **Limit of**  
2291 **Coverage – Other than Collision and Collision** of PART D – COVERAGE FOR  
2292 DAMAGE TO YOUR AUTO is amended as follows:

2293 **Our** Limit of Liability for the total of all **losses**, as a result of any one occurrence, to audio,  
2294 visual, data or electronic equipment, and tapes, records, discs or other media, or any  
2295 accessories, used with the electronic equipment, will be the lesser of:

- 2296 1. the **actual cash value (ACV)** of the stolen or damaged property;
- 2297 2. the amount necessary to **repair** or replace the property with other property of like
- 2298 kind and quality;
- 2299 3. **your** insurable interest in the stolen or damaged property at the time of the **loss**;
- 2300 4. the amount shown on the Automobile Declaration Page(s) for Electronic Equipment;

2301 **ADDITIONAL INSURED - LESSOR**

2302 **You** have this coverage if an ADDITIONAL INSURED - LESSOR is shown on the  
2303 Automobile Declaration Page(s).

2304 Any liability coverages afforded by this policy for **your leased auto** also applies to the  
2305 lessor named on the Automobile Declaration Page(s) as an additional insured-lessor. This  
2306 insurance is subject to the following additional provisions:

- 2307 1. **we** will pay damages for which the lessor becomes legally responsible only if the
- 2308 damages are caused by acts or omissions of:
- 2309 a. **you, your spouse** or **your family member**, or if **you** are an entity other than a

- 2316 **person**, the first **person** listed as Designated Representative on the Automobile  
2317 Declaration Page(s), their **spouse** or their **family member**; or  
2318 b. any other **person**, except the lessor or any employee or agent of the lessor,  
2319 using **your leased auto** within the scope of consent of **you, your spouse**, or, if  
2320 **you** are an entity other than a **person**, within the scope of consent of the first  
2321 **person** listed as Designated Representative on the Automobile Declaration  
2322 Page(s), or their **spouse**.
- 2323 2. **your leased auto** means:  
2324 a. the vehicle shown on the Automobile Declaration Page(s) which **you** lease for a  
2325 continuous period of at least six months under a written agreement which requires  
2326 **you** to provide primary insurance for the lessor; and  
2327 b. any substitute or replacement **auto** furnished to **you** by the lessor named on the  
2328 Automobile Declaration Page(s).
- 2329 3. **we** may cancel this policy at any time, as provided by the terms of this policy. In  
2330 the event the policy should expire and not be renewed, or is canceled for any  
2331 reason, the Additional Insured - Lessor named on the Automobile Declaration  
2332 Page(s) will be given ten (10) days notice before such expiration or cancellations  
2333 will become effective with respect to the Additional Insured - Lessor's interest.
- 2334 4. the Additional Insured - Lessor will, on demand, pay any premium due under this  
2335 policy which **you** may neglect to pay.
- 2336 5. the Additional Insured - Lessor must notify **us** of any change of ownership or  
2337 increase of hazard of which they have knowledge.
- 2338 6. the designation of the Lessor as an Additional Insured will not operate to increase  
2339 **our** Limits of Liability.

## 2340 SNOWMOBILE

2341 **You** have this coverage if SNOWMOBILE is shown on the Automobile Declaration Page(s)  
2342 and the appropriate premium is paid.

### 2343 DEFINITIONS

2344 When referring to coverage for a **snowmobile** shown on the Automobile Declaration  
2345 Page(s):

2346 **Auto or Automobile** - means **snowmobile**.

2347 **Newly Acquired Auto** - -- means an **auto** to which **you** have taken title to or are the  
2348 leaseholder of, if it:

- 2349 1. replaces **your auto**; or  
2350 2. is an added **private passenger auto** and **we** insured all other **private passenger**  
2351 **autos**;

2352 but only if **you**:

- 2353 1. tell **us** about it within 30 days after its delivery to **you**; and  
2354 a. if the **auto you** acquire replaces one shown on the Automobile Declaration, it  
2355 will have the same coverage as the **auto** it replaced; or  
2356 b. if the **auto you** acquire is an addition to any shown on the Automobile  
2357 Declaration, it will have the broadest coverage **we** now provide for any **auto**  
2358 shown on the Automobile Declaration.
- 2359 2. pay **us** any additional amount due from the date of purchase.

2360 **Private passenger auto** - means a factory built **snowmobile** designed solely to carry a  
2361 person(s). This does not include industrial or commercial type snow equipment. This does  
2362 not include rental equipment or equipment provided by retail, outfitters or guide operations.  
2363 This does not include any homemade or altered **snowmobiles**.

2364 **Snowmobile** - means a land motor vehicle mechanically driven which utilizes sled type  
2365 runners, or skis, or an endless belt tread, track or wheel(s), or combination of these,  
2366 designed primarily for operation off public roads on snow or ice. **Snowmobile** does not  
2367 include any vehicle propelled by propellers, fans, or forced air.

**Trailer** - means a vehicle of a type designed to be towed by a **snowmobile**. It does not include a device designed or used to transport a **snowmobile**.

**PART A - LIABILITY COVERAGE**

When referring to coverage for a **snowmobile** shown on the Automobile Declaration Page(s):

The following exclusions are added to:

**When Part A – Liability Coverage Does Not Apply**

There is no coverage:

- For any **snowmobile** while rented or leased to any **insured** or organization other than **you**.
- For any **insured** for **bodily injury** to any **insured** while **occupying**, or while being towed by, **your auto**.

**PART B – MEDICAL PAYMENTS COVERAGE**

When referring to coverage for a **snowmobile** shown on the Automobile Declaration Page(s):

The following exclusion is added to:

**When Part B - Medical Payments Coverage Does Not Apply**

There is no coverage:

- For any **snowmobile** while rented or leased to any **insured** or organization other than **you**.

**PART C – UNINSURED MOTOR VEHICLE COVERAGE**

The paragraph beginning: "An **uninsured motor vehicle** does not include a land motor vehicle:" is amended as follows:

An **uninsured motor vehicle** does not include a vehicle:

1. insured under the liability coverage of this policy; or
2. owned by or furnished or available for the regular **use** of **you**, **your spouse** or any of your **family members**, any **person** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **spouses** or their **family members**; or
3. owned or operated by a **person** or organization qualifying as a self-insurer under any applicable motor vehicle financial responsibility law, motor carrier law or any similar law; or
4. owned by any government or any of its political subdivisions or agencies; or
5. other than a **snowmobile**, designed for use mainly off public roads except while on public roads; or
6. while located for **use** as a premises; or
7. other than a **snowmobile**, operated on rails or crawler treads.

**PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

When referring to coverage for a **snowmobile** shown on the Automobile Declaration Page(s), PART D - COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

The following exclusion is added to:

**When Coverage for Damage to Your Auto Does Not Apply**

There is no coverage for:

- **Loss** to any **snowmobile** while rented or leased to any **person** or organization other than **you**.

**NAMED NON-OWNER COVERAGE**

**You** have this coverage if NAMED NON-OWNER COVERAGE is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

**DEFINED WORDS**

**Non-owned Auto** is amended as follows:

**Non-owned Auto** – means a **private passenger auto** not owned by or registered or

2432 leased in the name of **you** or **your spouse**.  
2433 **Non-owned Auto** does not include an **auto** which is not in the lawful possession of the  
2434 **person** operating it.

2435  
2436 PART A – LIABILITY COVERAGE  
2437 Part A - Liability Coverage)is amended as follows:

2438 **Who is an Insured**  
2439 When **we** refer to a **newly acquired auto, non-owned auto** or **trailer** to which Part A –  
2440 Liability applies, **insured** means:

- 2441 1. **you**;
- 2442 2. **your spouse**, but only if he/she is named on the Automobile Declaration Page(s).

2443  
2444 **Limits of Liability**  
2445 Paragraph number 6. is replaced with the following:  
2446 6. Regardless of the opening paragraph under Limits of Liability above and the limits of  
2447 bodily injury and property damage liability coverage stated In the Automobile Declaration,  
2448 the limits of liability will not exceed the applicable limit of liability mandated by the Financial  
2449 Responsibility Law of the State in which the accident occurred for:

- 2450 a. any **person** other than:
  - 2451 1. **you**;
  - 2452 2. **your spouse**, but only if he/she is named on the Automobile Declaration  
2453 Page(s).

2454  
2455 **When Part A - Liability Coverage Does Not Apply**  
2456 Paragraph 1. b. is replaced with the following:  
2457 b. being repaired, serviced or used by any **person** employed or engaged in any way in  
2458 an **auto business**. This does not apply to:

- 2459 1) **you**
- 2460 2) **your spouse**, but only if he/she is named on the Automobile Declaration  
2461 Page(s).

2462  
2463 Paragraph 2. a. is amended as follows:  
2464 a. to a fellow employee while on the job and arising from the maintenance or **use** of  
2465 a vehicle by another employee In the employer's **business**. **You**, and **your**  
2466 **spouse** if he/she is named on the Automobile Declaration Page(s), are covered for  
2467 such injury to a fellow employee.

2468  
2469 Paragraph 2. c. is amended as follows:  
2470 c. to any **insured** to the extent the limits of liability of this policy exceed the limits of  
2471 liability required by law.

2472  
2473 **If There Is Other Liability Coverage**  
2474 Paragraph 1. is amended as follows:  
2475 1. Policies issued by **us** to **you**, or **your spouse** if he/she is named on the Automobile  
2476 Declaration Page(s):  
2477 If two or more vehicle liability policies issued by **us** to **you**, or **your spouse** if  
2478 he/she is named on the Automobile Declaration Page(s), apply to the same  
2479 accident, the total limits of liability under all such policies shall not exceed that of  
2480 the policy with the highest limit of liability.

2481  
2482 PART B - MEDICAL PAYMENTS COVERAGE  
2483 Part B - Medical Payments Coverage is amended as follows:

2484  
2485 **Who is an Insured** is replaced with the following:  
2486 **Insured** for purposes of Medical Payment Coverage - means the **person** or **persons**  
2487 covered by the Medical Payments Coverages. This is:

- 2488 1. **You**;

- 2490 **2. Your spouse**, but only if he/she is named on the Automobile Declaration Page(s).  
2491 The **person(s)** must have sustained the **bodily injury**:  
2492 a. while they operate or **occupy** a vehicle covered under **Part A - Liability**  
2493 **Coverage** of this policy; or  
2494 b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or  
2495 **trailer**.  
2496 A pedestrian means a **person** who is not an occupant of a motor vehicle, **trailer** or  
2497 bicycle.

#### 2498 **If There Are Other Medical Payments Coverages**

2499 Paragraph 2. is amended as follows:

- 2500 2. Policies Issued by **us** to **you**, or **your spouse** if he/she is named on the Automobile  
2501 Declaration Page(s):  
2502 If two or more policies issued by **us** to **you**, or **your spouse** if he/she is named on  
2503 the Automobile Declaration Page(s), provide vehicle medical payments coverage  
2504 and apply to the same bodily injury sustained:  
2505 a. while occupying a **non-owned auto** or a **newly acquired auto**; or  
2506 b. through being struck by a motor vehicle or trailer while on a bicycle or as a  
2507 pedestrian,  
2508 the total limits of liability under all such policies shall not exceed that of the policy  
2509 with the highest limit of liability.  
2510

#### 2511 **When Part B - Medical Payments Coverage Does Not Apply**

2512 There is no coverage:

2513 The following paragraphs are amended as follows:

- 2514 1. While a **non-owned auto** is used:  
2515 a. by any **person** employed or engaged in any way in an **auto business**; or  
2516 b. in any other **business** or job other than farming. This does not apply when **you**,  
2517 or **your spouse** if he/she is named on the Automobile Declaration Page(s), is  
2518 operating or **occupying** a **non-owned auto**, **newly acquired auto**, or **trailer**.  
2519  
2520 4. For medical expenses for **bodily injury**:  
2521 a. sustained while **occupying** or through being struck by a vehicle owned or leased  
2522 by **you**, or **your spouse** if he/she is named on the Automobile Declaration Page(s),  
2523 which is not insured under this coverage; or  
2524 b. to the extent workers' compensation benefits are paid or payable; or  
2525 c. sustained by any **person**, other than **you**, or **your spouse** but only if he/she is  
2526 named on the Automobile Declaration Page(s), while **occupying** a vehicle:  
2527 1) rented to others; or  
2528 2) used to carry **persons** for a charge. This does not apply to a **non-owned**  
2529 **auto**, **newly acquired auto**, or **trailer** used on a share expense basis.  
2530

#### 2531 **PART C – UNINSURED MOTOR VEHICLE COVERAGE**

2532 The following portions of Uninsured Motor Vehicle Coverage are amended as follows:

2533 Who is an **Insured** is amended to read:

- 2534 **Insured** – means the **person** or **persons** covered by the Uninsured Motor Vehicle  
2535 coverages. This is:  
2536 1. **you**;  
2537 2. **your spouse**, but only if he/she is named on the Automobile Declaration Page(s).  
2538

#### 2539 **Limits of Liability**

2540 (Paragraph 5 is amended as follows:)

- 2541 5. Regardless of the limits of Uninsured Motor Vehicle coverage stated in the  
2542 Automobile Declaration Pages(s), the limits of Uninsured Motor Vehicle coverage will  
2543 not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated by the  
2544 Financial Responsibility Law of the state in which the accident occurred for:  
2545 A. any **person** other than **you**, or **your spouse** if he/she is named on the  
2546

2548 Automobile Declaration Page(s).

2549 UNDERINSURED MOTOR VEHICLE

2551 If Underinsured Motor Vehicle coverage is shown on the Automobile Declaration Page(s),  
2552 the following portions of Underinsured Motor Vehicle Coverage is amended as follows:

2553 **Who is an Insured**

2554 **Insured** means:

- 2555 1. **you**;
- 2556 2. **your spouse**, but only if he/she is named on the Automobile Declaration Page(s).

2557 **Limits of Liability**

2558 (Paragraph 2. is amended as follows:)

- 2560 2. Regardless of the limits of **Underinsured Motor Vehicle** coverage stated on the  
2561 Automobile Declaration Page(s), the limits of **Underinsured Motor Vehicle**  
2562 coverage will not exceed \$50,000 per person and \$100,000 per accident for:  
2563 any **person** other than **you** or **your spouse** if he/she is named on the Automobile  
2564 Declaration Page(s).

2565 **If There Is Other Underinsured Motor Vehicle Coverage**

2566 (The first paragraph is amended as follows:)

2568 If this policy and any other auto insurance policy issued by **us** to **you**, or **your spouse** if  
2569 he/she is named on the Automobile Declaration Page(s), apply to the same accident, the  
2570 maximum limit of **our** liability under all policies will not exceed the highest applicable limit  
2571 under any one policy.

2572 (The first paragraph of Number 3. is amended as follows:)

- 2573 3. If the **insured** sustains **bodily injury** while **occupying** a vehicle not owned or leased  
2574 by **you**, or **your spouse** if he/she is named on the Automobile Declaration Page(s),  
2575 this coverage applies as excess to any underinsured motor vehicle coverage issued  
2576 by another insurer which applies to the vehicle as primary coverage, but only in the  
2577 amount by which it exceeds the primary coverage.

2578 **MISCELLANEOUS TYPE VEHICLE**

2580 **You** have this coverage if MISCELLANEOUS TYPE VEHICLE is shown on the Automobile  
2581 Declaration Page(s) and the appropriate premium is paid.

2582 **DEFINITIONS**

2583 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2584 Automobile Declaration Page(s), the following definitions are amended as follows:

2585 **Auto** - means a land motor vehicle of the same kind and type as the Miscellaneous Type  
2586 Vehicle shown on the Automobile Declaration Page(s).

2587 **Newly Acquired Auto** – means an **auto** or **private passenger auto** to which **you**, **your**  
2588 **spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated  
2589 Representative on the Automobile Declaration Page(s), have taken title to or are the  
2590 leaseholder of, if it:

- 2591 1. replaces **your auto**; or
- 2592 2. is an added **auto** and
  - 2593 a. if it is a **private passenger auto**, **we** insure all other **private passenger autos**  
2594 or **autos**, or;
  - 2595 b. if it is other than a **private passenger auto**, **we** insure all **autos** owned by  
2596 **you**, **your spouse**, and if **you** are an entity other than a **person** the first **person**  
2597 listed as Designated Representative on the Automobile Declaration Page(s), on  
2598 the date of its delivery to **you**, **your spouse**, and if **you** are an entity other than a  
2599 **person** the first **person** listed as Designated Representative on the Automobile  
2600 Declaration Page(s),

2601 but only if **you**, **your spouse**, and if **you** are an entity other than a **person** the first

**person** listed as Designated Representative on the Automobile Declaration Page(s):

1. tell **us** about it within 30 days after its delivery; and
  - a. if the **auto** acquired replaces one shown on the Automobile Declaration, it will have the same coverage as the **auto** it replaced; or
  - b. if the **auto** or **private passenger auto** acquired is an addition to any shown on the Automobile Declaration, it will have the broadest coverage **we** now provide for any **auto** shown on the Automobile Declaration, and
2. pay **us** any additional amount due from the date of purchase.

**Non-owned Auto** – means a **private passenger auto** or **auto** not owned by or registered or leased in the name of, or furnished or available for the regular **use** of:

1. **you, your spouse, or the person(s)** listed as Designated Representative on the Automobile Declaration Page(s);
2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or **loss**:
  - a. the **private passenger auto** or **auto** is or has within the last 30 days been insured for liability coverage; and
  - b. **you, your spouse, or the first person** listed as Designated Representative on the Automobile Declaration Page(s), or their **family member** who does not own or lease such **private passenger auto** or **auto** is the driver.
3. any other **person** residing in the same household as **you, your spouse, your family members, any person(s)** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **family members**; or
4. an employer of **you, your spouse, your family members, or** the employer of any of the **persons** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **spouses or family members**.

**Non-owned Auto** does not include any vehicle which is not in the lawful possession of the **person** operating it.

**Temporary Substitute Auto** – means an **auto** not owned or leased by **you, your spouse,** and if **you** are an entity other than a **person** the **persons** listed as Designated Representative on the Automobile Declaration Page(s), if it replaces **your auto** for a short time. Its use has to be with the consent of the owner. **Your auto** has to be out of use due to its breakdown, repair, servicing, damage or **loss**. A **temporary substitute auto** is not considered a **non-owned auto**.

**Your Auto** – means the Miscellaneous Type Vehicle shown on the Automobile Declaration Page(s).

## PART A - LIABILITY COVERAGE

You have PART A – LIABILITY COVERAGE for your MISCELLANEOUS TYPE VEHICLE if it is shown on the Automobile Declaration Page(s).

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the Automobile Declaration Page(s), PART A – LIABILITY COVERAGE is amended as follows:

### Who Is an Insured

The section “When **we** refer to a **non-owned auto, insured** means:” is amended as follows:

When **we** refer to a **non-owned auto, insured** means:

1. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is a **person**, then that **person** is an **insured**, as well as:
  - A. his/her **spouse**;
  - B. his/her **family members**, provided the **person** claiming coverage does not own or lease a **private passenger auto** or an **auto** and such family member’s use of the **non-owned auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration Page(s) or their **spouse**, and the owner of such **auto**.
2. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is not a **person**, the first **person** listed as Designated Representative on the Automobile Declaration Page(s) is an **insured**, as well as;

2664 A. his/her **spouse**;

2665 B. his/her **family members**, provided the **person** claiming coverage does not own  
2666 or lease a **private passenger auto** or an **auto** and such **family member's** use of  
2667 the **non-owned auto** is within the scope of consent of the first **person** listed as  
2668 Designated Representative on the Automobile Declaration Page(s) and the owner  
2669 of such **auto**.

2670 3. Any **person** or organization which does not own or hire the **non-owned auto** but is  
2671 liable for its use by one of the **persons** or entities in 1. or 2. above, provided the use  
2672 of such **non-owned auto** is within the scope of consent of one of the **persons** in 1. or  
2673 2. above, and the owner of such **auto**.

2674 There is no coverage for **non-owned autos** while:

2675 a. being repaired, serviced or used by any **person** while that **person** is working in  
2676 any **auto business**; or

2677 b. used in any other **business** or occupation other than farming. This does not  
2678 apply to a **private passenger auto** driven or occupied by the first **person** listed as  
2679 the Named Insured on the Automobile Declaration Page(s) or the first **person** listed  
2680 as Designated Representative on the Automobile Declaration Page(s), their  
2681 **spouse** or their **family members**.

### 2682 **When Part A – Liability Coverage Does Not Apply**

2683 In addition to the limitations of coverage stated in other parts of Part A – Liability Coverage,  
2684 Paragraph 3. under the section titled "When Part A – Liability Coverage Does Not Apply is  
2685 amended as follows:

2686 There is no coverage:

2687 3. For any damages:

2688 a. for which the United States of America, or State Government, or State  
2689 Institution, or State Entity, or any of their departments or agencies might be liable  
2690 for the **insured's use** of any vehicle.

2691 b. to property owned by, rented to, in charge of or transported by an **insured**. But  
2692 coverage applies to:

2693 1) a rented residence or rented private garage damaged by a vehicle we insure  
2694 on this policy; or

2695 2) a **private passenger auto** or **auto**:

2696 a. operated by any **insured**; and

2697 b. owned by a **person** or organization engaged in the **business** of selling,  
2698 repairing or servicing motor vehicles; and

2699 c. loaned to any **insured** for demonstration purposes or as a replacement for  
2700 **your auto** while it is out of use due to breakdown, repair or servicing.

### 2701 **PART B - MEDICAL PAYMENTS COVERAGE**

2702 You have PART B – MEDICAL PAYMENTS COVERAGE if it is shown on the Automobile  
2703 Declaration Page(s).

2704 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2705 Automobile Declaration Page(s) PART B – MEDICAL PAYMENTS COVERAGE is  
2706 amended as follows:

### 2707 **When Part B – Medical Payments Coverage Does Not Apply**

2708 There is no coverage:

2709 [2. a. is deleted if **your auto** is a miscellaneous type vehicle that is designed mainly for use  
2710 off public roads. However, 2b. and 2.c. remain]

2711 2. While **occupying** or through being struck by any motor vehicle or trailer:

2712 a. ~~designed mainly for use off public roads while off public roads~~; or

2713 b. located for use as a residence or premises; or

2714 c. that runs on rails or crawler treads.

2722 PART C – UNINSURED MOTOR VEHICLE COVERAGE

2723 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2724 Automobile Declaration Page(s) PART C – UNINSURED MOTOR VEHICLE COVERAGE  
2725 is amended as follows:

2726 **Who Is an Insured**

2727 **Insured** – means the **person** or **persons** covered by the **Uninsured Motor Vehicle**  
2728 coverages.

2729 This is:

- 2730 1. the first **person** listed as the Named Insured on the Automobile Declaration
- 2731 Page(s) and the first **person** listed as Designated Representative on the
- 2732 Automobile Declaration Page(s);
- 2733 2. the **spouse** of the **person** identified in 1. above;
- 2734 3. the **family members** of the person identified in 1. above except that any of these
- 2735 **family members** who own or lease an **auto** or motor vehicle that falls under the
- 2736 Financial Responsibility Laws is only considered to be an **insured** while occupying
- 2737 **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **your trailer**;
- 2738 and
- 2739 4. any other **person** while **occupying**:
  - 2740 a. **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **trailer**
  - 2741 attached to such **auto**. Such vehicle has to be **used** within the scope of the consent
  - 2742 of **you**, **your spouse**, the first **person** listed as Designated Representative on the
  - 2743 Automobile Declaration Page(s) or their **spouse**; or
  - 2744 b. a **private passenger auto** or an **auto** not owned or leased by **you** or the first
  - 2745 **person** listed as Designated Representative on the Automobile Declaration
  - 2746 Page(s), **your spouse** or **your family member**, or the **spouse** or **family member**
  - 2747 of the first **person** listed as Designated Representative on Automobile Declaration
  - 2748 Page(s), or a **trailer** attached to such an **auto**. It has to be driven by the first
  - 2749 **person** listed as the Named Insured on the Automobile Declaration Page(s) or that
  - 2750 **person’s spouse** or by the first **person** listed as the Designated Representative on
  - 2751 the Automobile Declaration Page(s) or their **spouse**, and within the scope of the
  - 2752 owner’s consent.
  - 2753 Such other **person occupying** a vehicle used to carry **persons** for a charge is not
  - 2754 an **insured**. This does not apply to a **private passenger auto** used in a share-the-
  - 2755 expense car pool.
- 2756 5. any **person** entitled to recover damages because of **bodily injury** to an **insured**
- 2757 under 1 through 4 above.

2758 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

2759 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the  
2760 Automobile Declaration Page(s) PART D – COVERAGE FOR DAMAGE TO YOUR AUTO  
2761 is amended as follows:

2762 **When Part D - Coverage for Damage to Your Auto Does Not Apply**

2763 There is no coverage for:  
2764 (Paragraph 2. is deleted)

- 2765 2. ~~A non-owned auto or temporary substitute auto that has a rated load capacity of~~
- 2766 ~~one ton or more, or a Gross Vehicle Weight of 10,000 pounds or more.~~

2767 All other portions of the section titled “When Part D – Coverage for Damage to You Auto  
2768 Does Not Apply” remain.

2769 UNDERINSURED MOTOR VEHICLE

2770 You have UNDERINSURED MOTOR VEHICLE coverage on your Miscellaneous Type  
2771 Vehicle only if the Miscellaneous Type Vehicle shown on the Automobile Declaration  
2772 Page(s) is a motorcycle or a motor home and UNDER INSURED MOTOR VEHICLE  
2773 coverage is shown on the Automobile Declaration Page(s).

2774 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE the section titled  
2775 **“Who Is An Insured”** under UNDERINSURED MOTOR VEHICLE is amended as follows:

2780 **Who Is An Insured**

2781 **Insured** means:

2782 (1. B. is replaced with the following:)

2783 1. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is a  
2784 **person**, then that **person** is an **insured**, as well as:

- 2785 B. his/her **family member(s)**, except that any of his/her **family members** who owns
- 2786 or leases a **private passenger auto** is only considered to be an **insured** while
- 2787 **occupying your auto**, a **temporary substitute auto**, a **newly acquired auto** or
- 2788 **your trailer**;

2789 (3. b. is replaced with the following)

2790 3. Any other **person** while occupying:

- 2791 b. an **auto** or **private passenger auto** not owned or leased by any of the **insureds**
- 2792 identified in #'s 1., 2., or 3. a. above, or any **person(s)** listed as Designated
- 2793 Representative on the Automobile Declaration Page(s) or any of their **family members**,
- 2794 or any **person** shown as Scheduled Operators on the Automobile Declaration Page(s),
- 2795 or a **trailer** attached to such **auto** or **private passenger auto**. Such **auto** or **private**
- 2796 **passenger auto** has to be driven by the first **person** listed as Named Insured on the
- 2797 Automobile Declaration Page(s) or that **person's spouse**, and within the scope of the
- 2798 owner's consent. If the first Named Insured is not a **person**, then such **auto** has to be
- 2799 driven by the first **person** listed as Designated Representative on the Automobile
- 2800 Declaration Page(s) or that **person's spouse**, and within the scope of the owner's
- 2801 consent.

2802 Such other **person occupying** a vehicle used to carry **persons** for a charge is not an  
2803 **insured**. This does not apply to a share-the-expense car pool.

2804 When referring to coverage for the MISCELLANEOUS TYPE VEHICLE the section titled  
2805 "**Limits of Liability**" of UNDERINSURED MOTOR VEHICLE is amended as follows:

2806 **Limits of Liability**

2807 (5.c. and d. are replaced with the following:)

- 2808 c. Vehicles or premium shown on the Automobile Declaration Page(s);
- 2809 d. Vehicles involved in the accident;

2810 **AUTO LOAN/LEASE**

2811 **You** have this coverage if AUTO LOAN/LEASE is shown on the Automobile Declaration  
2812 Page(s) and the appropriate premium is paid.

2813 The definitions for **loss** and **actual cash value** in Part D – Coverage For Damage To Your  
2814 Auto apply in this endorsement.

2815 In the event we deem **your auto** to be a total **loss** under this policy, this endorsement  
2816 provides coverage toward any unpaid amount which is due on the lease or loan for **your**  
2817 **auto** and which is covered under this endorsement. This amount does not include:

- 2818 1. the amount paid under "Part D" (Coverage For Damage to Your Auto) of the policy;
- 2819 2. overdue lease/loan payments at the time of the **loss**;
- 2820 3. financial penalties imposed under a lease for excessive use, abnormal wear and
- 2821 tear, or high mileage;
- 2822 4. security deposits not refunded by a lessor;
- 2823 5. costs for extended warranties, Credit Life Insurance, Health, Accident, or Disability
- 2824 insurance purchased with the loan or lease.

2825 **LIMIT OF LIABILITY**

2826 **Our** Limit of Liability for any **loss** covered by this endorsement will be the lesser of the  
2827 following:

- 2838 1. The actual amount of the outstanding debt over and above the **actual cash value**  
2839 (ACV) of the vehicle, but this amount does not include items excluded in (2.), (3.),  
2840 (4.) and (5.) above;
- 2841 2. An amount not to exceed 20% of the **actual cash value (ACV)** of the vehicle as  
2842 agreed to in the settlement of any total loss covered by this policy.
- 2843 The most **we** will pay for any one claim under this endorsement is the outstanding debt for  
2844 the loss payee listed on this policy on the date of **loss**.

### 2845 **UNINSURED MOTORISTS DAMAGE TO YOUR AUTO**

2846 **You** have this coverage if UNINSURED MOTORISTS DAMAGE TO YOUR AUTO is shown  
2847 on the Automobile Declaration Page(s) and the appropriate premium is paid.

2850 **We** will pay for **loss** to **your auto, a newly acquired auto, temporary substitute auto** or  
2851 a **non-owned auto**, including its equipment subject to all definitions, duties and general  
2852 provisions found in Part D - Coverage for Damage to Your Auto. The **loss** must arise out  
2853 of the ownership or **use** of an **uninsured motor vehicle**, as defined in "Part C" –  
2854 Uninsured Motor Vehicle Coverage. Any judgment for damages arising out of a suit  
2855 brought without **our** written consent is not binding on **us**.

### 2856 **ADDITIONAL EXCLUSIONS**

2857 The following are added to "When Part D - Coverage for Damage to Your Auto Does Not  
2858 Apply":

2859 There is no coverage:

- 2860 • if **you** or any **person** listed as Designated Representative on the Automobile  
2861 Declaration Page(s), or **your** legal representative or the legal representative  
2862 of any **person** listed as Designated Representative, settles the property  
2863 damage claim without **our** consent;
- 2864 • when **your auto, a newly acquired auto, a temporary substitute auto** or  
2865 **non-owned auto** is being used as a public or livery conveyance; this  
2866 exclusion does not apply to a share-the-expense car pool;
- 2867 • for the first \$250 of the amount of the property damage to any vehicle to which  
2868 this coverage applies, as the result of any one accident. If a **loss** to more  
2869 than one covered vehicle results from the same **collision**, only one \$250  
2870 deductible will apply
- 2871 • to any motor vehicle that has physical damage coverage for collision loss  
2872 applicable at the time of the accident.
- 2873 • if the owner or operator of the **uninsured motor vehicle** cannot be identified.

2874 This coverage will not apply directly or indirectly to benefit any insurer of the property.

2875 **We** do not provide coverage under **Uninsured Motorists Damage To Your Auto** for  
2876 punitive or exemplary damages.

### 2877 **DRIVE OTHER CAR**

2878 **You** have this coverage if DRIVE OTHER CAR is shown on the Automobile Declaration  
2879 Page(s) and the appropriate premium is paid.

2880 This endorsement extends Part A - Liability Coverage and Part B - Medical Payments  
2881 Coverage to the Scheduled Operator(s) and Designated Representative(s) shown on the  
2882 Automobile Declaration Page(s), while operating a business or company owned **private**  
2883 **passenger auto**, or a government owned **private passenger auto**.

2884 This coverage is excess coverage over and above any other applicable coverage.

2885 There is no coverage under this endorsement for:

- 2886 1. Any accident involving a vehicle owned in whole or in part, or leased, by **you, your**  
2887 **spouse, your family members**, any **person** listed as Designated Representative on  
2888 the Automobile Declaration Page(s), their **spouse**, or their **family members**, or any  
2889

- 2896 scheduled operator shown on the Automobile Declaration Page(s); or  
2897 2. Any military vehicle of any size or type; or  
2898 3. Any vehicle that is not a **private passenger auto**.  
2899

### 2900 MISCELLANEOUS EQUIPMENT COVERAGE

2901 **You** have this coverage if MISCELLANEOUS EQUIPMENT COVERAGE is shown on the  
2902 Automobile Declaration Page(s).

2903 **We** will pay up to the limit of coverage shown for MISCELLANEOUS EQUIPMENT on the  
2904 Automobile Declaration Page(s) for **loss**, subject to all the definitions, duties and general  
2905 provisions in Part D – Coverage for Damage To Your Auto, to MISCELLANEOUS  
2906 EQUIPMENT caused by:

- 2907  
2908 1. **Other than Collision** only if the Automobile Declaration Page(s) indicates that  
2909 Other Than Collision Coverage is provided for **your auto**;  
2910 2. **Collision** only if the Automobile Declaration Page(s) indicates that Collision  
2911 Coverage is provided for **your auto**.  
2912

2913 **We** will also pay for **loss**, subject to all the definitions, duties and general provisions in Part  
2914 D – Coverage for Damage to Your Auto, to any accessories used with the miscellaneous  
2915 equipment if they are **your** property, that of **your family member**, or that of a **person**  
2916 shown as Designated Representative on the Automobile Declaration Page(s).

2917 **We** will pay for **loss** to accessories caused by:

- 2918 1. **Other than Collision** only if the Automobile Declaration Page(s) indicates that  
2919 Other Than Collision Coverage is provided for **your auto**;  
2920 2. **Collision** only if the Automobile Declaration Page(s) indicates that Collision  
2921 Coverage is provided for **your auto**.  
2922

### 2923 NEW VEHICLE 2924 REPLACEMENT COST FOR TOTAL LOSS

2925 **You** have this coverage if Replacement Cost for Total Loss is shown on the Automobile  
2926 Declaration Page(s) and the described and damaged vehicle meets all requirements shown  
2927 below.  
2928

2929 A qualifying vehicle is **your** new, previously untitled **auto** within the first twelve months of  
2930 **your** purchase of the vehicle or 15,000 miles, whichever comes first. In the event of a  
2931 covered total **loss** to a qualifying vehicle, the **Limit of Coverage – Other than Collision**  
2932 **and Collision** is amended to read as follows:  
2933

#### 2934 **Limit of Coverage – Other than Collision and Collision**

2935 The limit of **our** liability for total **loss** shall be the cost of a new vehicle of:

- 2936 (1) the same make, if possible;  
2937 (2) similar vehicle size and class;  
2938 (3) similar body type and equipment;  
2939

2940 as **your auto** damaged in the accident.  
2941

2942 If a new vehicle of the same year is no longer available anywhere, we will use the next  
2943 newest year available.  
2944

2945 The most **we** will pay for:

- 2946 (1) paint, wraps, decals, and other items of non-electronic equipment, custom  
2947 wheels, alterations or modifications which were added to **your auto** after the time  
2948 of its original sale; and  
2949 (2) any child restraint systems or other items of safety equipment required by  
2950 Federal or State law to be present in the vehicle; and  
2951 (3) camper shells or bed liners not attached to **your auto**;

2952 is \$1,000 for any one accident regardless of the number of such items damaged or stolen.  
2953

2954 Additional Exclusion

2955

2956 This endorsement (New Vehicle Replacement Cost for Total Loss) does not automatically  
2957 apply to any replacement vehicle nor apply to any additional vehicle acquired during the  
2958 policy period, unless:

- 2959 (1) The additional or replacement vehicle is less than 12 months old or less than  
2960 15,000 miles; and  
2961 (2) The additional or replacement vehicle has not been previously titled.

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### JOINT OWNERSHIP

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**You** have this coverage if JOINT OWNERSHIP is shown on the Automobile Declaration Page(s). All definitions, duties, exclusions, limitations, general agreements, and conditions in the policy apply unless specifically modified by the language in this endorsement.

When JOINT OWNERSHIP is shown on the Automobile Declaration Page(s) the following portions of the policy are amended as follows:

### PART A – LIABILITY COVERAGE

#### Who Is An Insured

[The following paragraph is added immediately following paragraph 5. E., but not a part of paragraph 5. E.]

If the Automobile Declaration Page(s) shows JOINT OWNERSHIP under ENDORSEMENTS of the COVERAGES section of the Declaration Page(s), when we refer to your auto, insured also means the person shown as JOINT OWNER on the Automobile Declaration Page(s).

#### Limits of Liability

[Subparagraph 6. a. 1) is amended as follows:]

6. Regardless of the opening paragraph under Limits of Liability above and the limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY coverage stated in the Automobile Declaration Page(s), the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the state in which the accident occurred for:

a. Any **person** entity or organization using **your auto**, a **newly acquired auto**, **temporary substitute auto**, or **trailer** to which Part A – Liability applies, other than:

- 1) **You**, the **person(s)** shown as Designated Representative on the Automobile Declaration Page(s), and if the Automobile Declaration Page(s) shows JOINT OWNERSHIP, the **person** shown as JOINT OWNER on the Automobile Declaration Page(s).

#### When Part A – Liability Does Not Apply

[Subparagraph 6.) is added to paragraph 1. b.]

There is no coverage:

1. While any vehicle insured under this section is:
- a. rented to others or used to carry **persons** for a charge. This does not apply to the **use** on a share expense basis of a **private passenger auto** if all passengers are riding in that area of the vehicle designed by the manufacturer of the vehicle for carrying passengers.
- b. being repaired, serviced or used by any **person** employed or engaged in any way in an **auto business**. This does not apply to:

- 6). a **person** shown as JOINT OWNER on the Automobile Declaration Page(s)

3012 **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

3013

3014 **Who Is An Insured**

3015 [The following paragraph is added immediately following paragraph 5. B., but not a part of  
3016 paragraph 5. B.]

3017

3018 If the Automobile Declaration Page(s) shows JOINT OWNERSHIP under  
3019 ENDORSEMENTS of the COVERAGES section of the Declaration Page(s) insured also  
3020 means the person shown as JOINT OWNER on the Automobile Declaration Page(s).